

10-18-2001

10-18-2001



HEET

TO THE ASSISTANT COMMISSIONER OF P.

101876529

attached original documents or copy thereof.

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

Petopia.com, Inc.

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State of 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 of 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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other: Asset Purchase Agreement

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above) December 4, 2000

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

a. Trademark Application No(s):

* See Attachment *

b. Trademark Registration No(s):

* See Attachment *

Additional numbers attached? Yes No

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

Name: Jeffrey L. Van Hoosear
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.250T/254T/255T/257T
258T / 259T / 260T / 261T / 262T / 263T / 264T / 265T / 266T

7. Total fee (37 CFR 3.41): \$340

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:

13

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

Deborah Shepherd
Signature

October 15, 2001
Date

Total number of pages including cover sheet, attachments and document: 93

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

U.S. Patent and Trademark Office

Attn: Assignment Division

Crystal Gateway-4

1213 Jefferson Davis Highway, Suite 320

Arlington, VA 22202



10/18/2001 6TON11 00000268 2391646

02 FC:482

308:00 08

TRADEMARK
REEL: 002384 FRAME: 0184

ATTACHMENT

FILE NO.	MARK	APPLICATION NO. / REGISTRATION NO.
PETCO.261T	BRINGING GREAT PETS TO GREAT HOMES	2,391,646
PETCO.250T	PERPETUAL PETOPIA	76/024,594
PETCO.262T		75/837,414
PETCO.265T	PETOPIA	75/837,542
PETCO.254T	PETOPIA	2,327,212
PETCO.255T	PETOPIA	75/698,521
PETCO.260T	PETOPIA	75/837,300
PETCO.264T	PETOPIA	75/837,518
PETCO.263T	PETOPIA	75/837,514
PETCO.266T	PETOPIA	75/837,543
PETCO.259T	PETOPIA	75/836,385
PETCO.257T	PETOPIA.COM	75/746,855
PETCO.258T		75/836,383

H:\DOCS\SCI\SCI-3762.DOC
051701

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is entered into as of December 4, 2000 by and among PETCO ANIMAL SUPPLIES, INC., a Delaware corporation ("PETCO"), PETDEV, INC., a California corporation and wholly-owned subsidiary of PETCO ("Buyer"), and PETOPIA.COM, INC., a Delaware corporation ("Seller"), in recognition of the following facts:

RECITALS

- A. Seller owns certain assets which it uses in the conduct of its business.
- B. Seller has actively solicited offers for the purchase of such assets from various parties, including Buyer, and has fully considered the terms of the proposed offers.
- C. Seller has determined that the terms of the offer proposed by Buyer are in its best interests, and are, taken as a whole, superior to the other proposed offers.
- D. Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, such assets upon the terms and subject to the conditions of this Agreement.
- E. Seller has directed Buyer to make all payments due to Seller under this Agreement to Greyrock Capital, a division of Banc of America Commercial Finance Corporation, for the account of Seller.

AGREEMENT

In consideration of the mutual representations, warranties, covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE I. PURCHASE AND SALE OF ASSETS

1.1 Transfer of Assets. Upon the terms and subject to the conditions set forth herein, at the Closing (as defined below), Buyer shall purchase from Seller, and Seller shall sell to Buyer, all of the Assets (as defined below) for the Purchase Price (as defined in Section 1.3). The Purchase Price shall be allocated among the Assets in the manner required by Section 1060 of the Internal Revenue Code of 1986, as amended, and the regulations thereunder and as set forth on Schedule 1.1 (the "Allocation"). Each of the parties agrees (a) to prepare and file on a timely basis with the Internal Revenue Service substantially identical initial and supplemental IRS Forms 8594 "Asset Acquisition Statements Under Section 1060" consistent with the Allocation and (b) to report this transaction for federal and state tax purposes in a manner consistent therewith. For purposes of this Agreement, the term "Assets" shall mean all of Seller's right, title and interest in and to the assets of Seller listed on Exhibit "A" hereto. The Assets to be acquired shall not include the assets listed on Exhibit "B" hereto (the "Excluded Assets").

1.2 Release of Claims. As a condition to Buyer and PETCO entering into this Agreement, Seller, Buyer and PETCO shall execute a mutual general release in the form attached hereto as Exhibit "C," and Greyrock Capital, a division of Banc of America Commercial Finance Corporation ("Greyrock"), Buyer and PETCO shall execute a mutual general release in the form attached hereto as Exhibit "D." In addition,

Greyrock shall execute on appropriate forms UCC releases of any and all liens it has filed against the Assets.

1.3 Payment of Purchase Price. Upon the terms and subject to the conditions set forth herein, Buyer shall pay to Greyrock for the account of Seller as the purchase price for the Assets (a) at Closing, \$2,200,000 in immediately available funds (the "Cash Payment") and (b) on the first business day following the 90-day anniversary of the Closing, \$300,000 (the "Indemnification Holdback," and, together with the Cash Payment, the "Purchase Price"); provided that Buyer may set off against the Indemnification Holdback any amount necessary to satisfy Seller's indemnification obligations as set forth in Section 5.5. In addition, Buyer will pay Greyrock for the account of Seller interest on any amount paid pursuant to this Section 1.3(b) at the rate of six percent (6%) per annum from the Closing through the payment date.

1.4 No Assumption of Liabilities. Upon the terms and subject to the conditions contained herein, at the Closing, Buyer shall assume only the liabilities of Seller listed on Exhibit "E" hereto (the "Assumed Liabilities"). Notwithstanding any other provision of this Agreement, except for the Assumed Liabilities, Buyer shall not assume, or otherwise be responsible for, any liabilities or obligations of Seller, whether actual or contingent, matured or unmatured, liquidated or unliquidated, or known or unknown, whether arising out of occurrences prior to, at or after the date hereof (the "Excluded Liabilities").

1.5 Abandonment or Assignment of Trademark. As a condition to Buyer and PETCO entering into this Agreement, Seller shall expressly abandon or assign Seller's pending trademark application Serial No. 75/837,114 for the mark MILLION PET MISSION in International Class 42, filed with the United States Patent and Trademark Office on November 1, 1999.

ARTICLE II. CLOSING

2.1 Closing. The closing of the transactions contemplated hereby (the "Closing") shall be held on December 4, 2000 (the "Closing Date") at the offices of Buyer, unless the parties mutually agree otherwise. To effect the sale and transfer of the Assets, at the Closing, Seller shall execute and deliver to Buyer the instruments listed in Section 2.6(a), and Buyer shall execute and deliver to Seller the instruments listed in Section 2.6(b) and pay to Greyrock for the account of Seller the Cash Payment pursuant to Section 1.3.

2.2 Building Lease Obligations. As a condition to Buyer and PETCO entering into this Agreement, Seller shall use its commercially reasonable best efforts to facilitate the assumption by Buyer of Seller's current office leases for the premises at 1200 Folsom Street, San Francisco, California 94103, 580 Joyce Road, Joliet, Illinois and 351 9th Street, San Francisco, California 94103.

2.3 Stock Purchase Agreement. As a condition to Buyer and PETCO entering into this Agreement, Seller shall have executed a waiver or other document reasonably satisfactory to PETCO, accepting and agreeing to the purchase and sale of Seller's common stock pursuant to the Stock Purchase Agreement substantially in the form attached hereto as Exhibit "F" between PETCO and each officer, director and employee of PETCO listed on Exhibit "G" hereto.

2.4 Transfer Taxes and Fees. Seller shall be solely responsible for any documentary and transfer taxes and any sales, use or other taxes imposed by reason of the transfer of the Assets provided hereunder and any deficiency, interest or penalty asserted with respect thereto. Seller shall pay the fees and costs of recording or filing all applicable conveyancing instruments described in Section 2.6.

2.5 Prorations. Any current month's rent due under the Assumed Liabilities, plus, to the extent any water, sewage, disposal, electricity, telephone and other utilities and services related to the Assumed Liabilities have not been transferred to Buyer as of the Closing Date, the charges for such utilities and services shall be prorated between Buyer and Seller as of the Closing Date. Such prorations shall, insofar as feasible, be determined and paid at the Closing, with best efforts made to achieve final settlement of such prorations within sixty (60) days after the Closing. Following the Closing, all deposits under all Assumed Liabilities (all such deposits, including, without limitation, utility, lease and other deposits and all prepaid expenses of Seller, including security deposits under the leases, are together referred to as the "Deposits") shall remain on deposit for Buyer's benefit pending distribution under Section 5.1. Seller shall be responsible for payment of all unpaid rent (including percentage rents), common area maintenance expenses and real property taxes (to the extent required to be paid under the leases) related to the Assumed Liabilities through the Closing Date. Seller shall be responsible for payments to employees pursuant to Section 5.3(b).

2.6 Conveyances at Closing.

(a) Instruments and Possession. To effect the sale and transfer referred to in Section 1.1, the assumptions referred to in Sections 1.4 and 2.2 and the abandonment or assignment referred to in Section 1.5, Seller will, at the Closing, execute and deliver to Buyer:

(i) The Bill of Sale in the form attached hereto as Exhibit "H," conveying in the aggregate all of Seller's owned personal property included in the Assets;

(ii) Subject to Section 2.2, an Assignment and Assumption of Lease with Consent of Landlord substantially in the form attached hereto as Exhibit "I";

(iii) The Assignment of Proprietary Rights attached hereto as Exhibit "J" (the "Assignment of Proprietary Rights") in recordable form to the extent necessary to assign such rights;

(iv) A Registrant Name Change Agreement, substantially in the form attached hereto as Exhibit "K," for each of the domestic domain names listed on Schedule A to the Assignment of Proprietary Rights;

(v) An Express Abandonment of Application in the form attached hereto as Exhibit "L" or an Assignment of Trademark in the form attached hereto as Exhibit "M"; and

(vi) Such other instruments as shall be reasonably requested by Buyer to vest in Buyer title in and to the Assets in accordance with the provisions hereof.

(b) Instruments. Upon the terms and subject to the conditions contained herein, Buyer will, at the Closing, execute and deliver to Seller:

(i) The Assumption of Certain Liabilities in the form attached hereto as Exhibit "M," evidencing Buyer's assumption, pursuant to Section 1.4, of the Assumed Liabilities; and

(ii) Such other instruments as shall be reasonably requested by Seller.

2.7 Release of Certain Obligations. Effective as of the Closing, PETCO hereby releases and forgives Seller of Seller's obligations to pay outstanding amounts owed to PETCO, other than any amounts that are due or may become due under this Agreement. Notwithstanding the foregoing, Seller agrees that at the Closing Seller shall pay PETCO any amounts due with respect to merchandise orders (including direct fulfillment costs incurred by PETCO) placed with PETCO by Seller on and after November 12, 2000, which the parties estimate will be \$474,841; and Seller further agrees that if such amounts are not paid to PETCO on or before the Closing that such aggregate outstanding amounts due PETCO shall be offset against the Purchase Price payable pursuant to Section 1.3.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer as follows:

3.1 Organization. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Seller is duly qualified to do business and is in good standing in each jurisdiction where the character of its properties owned or leased or the nature of its activities make such qualification necessary, except where the failure to so qualify would not have a material adverse effect on Seller's business as currently conducted.

3.2 Authority. Seller has full right, power and authority, and has taken all action necessary, to enter into this Agreement and to perform its obligations hereunder; no other proceedings, corporate or otherwise, on the part of Seller are necessary to authorize this Agreement and the transactions contemplated hereby; this Agreement constitutes a valid and binding obligation of Seller, enforceable against it in accordance with its terms; and none of the execution, delivery and performance of this Agreement by Seller violates or conflicts with any law, agreement, regulation, order or judgment to which Seller is subject.

3.3 Assets.

(a) Seller has and will transfer to Buyer good and marketable title to, or a valid leasehold interest in, all of the Assets, and upon consummation of the transactions contemplated hereby, Buyer will acquire good and marketable title to, or a valid leasehold interest in, all of the Assets, free and clear of any claim, mortgage, pledge, security interest, encumbrance, lien or charge of any kind, other than the Assumed Liabilities. Except as expressly set forth herein, Seller makes no further representation or warranty, express or implied, with respect to the Assets and Buyer expressly agrees that it shall accept such Assets on an "AS IS - WHERE IS" basis.

(b) The Assets, other than the Excluded Assets, include all of the assets currently used in the operation of Seller's website business and reasonably necessary for the continued operation of the website business as a going concern.

3.4 Compliance with Laws. Except as listed on Schedule 3.4 of the Seller Disclosure Schedule, Seller and the conduct of Seller's business have not violated and are in compliance in all material respects with all laws, statutes, ordinances, regulations, rules and orders of any foreign, federal, state or local government and any other governmental department or agency relating to the Assets or the business or operations of Seller.

3.5 Litigation. To the best knowledge of Seller, other than as listed on Schedule 3.5 of the Seller Disclosure Schedule, there is no suit, action, order, arbitration, or legal, administrative or other proceeding or governmental investigation, pending or threatened against or affecting the Assets.

3.6 Insurance. Seller has maintained insurance policies of fire, general liability and worker's compensation on its business, its employees and the Assets (the "Policies"). To the best knowledge of Seller, the Policies provide, and during such period provided, coverage to the extent and in the manner (a) customary for the industry in which Seller is engaged and (b) as may be required by law and by any and all contracts to which Seller is a party. Seller is not in default under any of the Policies, and Seller has not failed to give any notice or to present any claim under any of the Policies in a due and timely fashion. All Policies provide sufficient coverage for the risks insured against and are in full force and effect on the date hereof.

3.7 Employees. To the best knowledge of Seller, Seller has not received any notice that any of the Rehired Employees (as defined below) intends to terminate his or her employment with Buyer immediately following the Closing. Upon termination of the employment of any of said employees, Buyer will not by reason of the transactions contemplated by this Agreement or anything done prior to the Closing be liable to any of said employees for so-called "severance pay" or any other payments.

3.8 Proprietary Rights. Subject to Section 1.5, Schedule A to the Assignment of Proprietary Rights lists all of Seller's federal, state and foreign registrations of trademarks and of other marks, trade names or other trade rights, and all pending applications for any such registrations, all of Seller's patents and copyrights and all pending applications therefor, in which Seller has any interest whatsoever, whether or not registered, all common law rights and any domain name registrations that are used by or on behalf of Seller in connection with Seller's business, together with the goodwill symbolized by said proprietary rights. Seller has no patents or pending patents. The proprietary rights listed on Schedule A are all those used by Seller in connection with Seller's business.

3.9 Finder's Fee. Seller has not employed or made any agreement with any broker, finder or similar agent which will result in the obligation of Buyer to pay any finder's fee, brokerage fee or commission or similar payment in connection with the transactions contemplated hereby.

3.10 Payment of Taxes. All state, local, foreign or other sales and use taxes (collectively, "Sales Taxes") in respect of periods beginning before the Closing Date, including without limitation those Sales Taxes listed on Schedule 3.10 of the Seller Disclosure Schedule, have been timely paid, or will be timely paid, and Seller does not have any liability for Sales Taxes in excess of the amounts so paid.

ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller as follows:

4.1 Organization. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of California.

4.2 Authority. Buyer has full right, power and authority, and has taken all action necessary, to enter into this Agreement and to perform its obligations hereunder; no other proceedings, corporate or otherwise, on the part of Buyer are necessary to authorize this Agreement and the transactions

contemplated hereby; this Agreement constitutes a valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms; and none of the execution, delivery and performance of this Agreement by Buyer violates or conflicts with any law, agreement, regulation, order or judgment to which Buyer is subject.

4.3 Finder's Fee. Buyer has not employed or made any agreement with any broker, finder or similar agent which will result in the obligation of Seller to pay any finder's fee, brokerage fee or commission or similar payment in connection with the transactions contemplated hereby.

ARTICLE V. ACTIONS BY SELLER AND BUYER AFTER THE CLOSING

5.1 Collection of Deposits, Accounts Receivable and Letters of Credit. At the Closing, Buyer will acquire hereunder, and thereafter Buyer or its designee shall have the right and authority to collect for Buyer's or its designee's account, all deposits, receivables, letters of credit and other items which constitute a part of the Assets, and Seller shall within forty-eight (48) hours after receipt of any payment in respect of any of the foregoing, properly endorse and deliver to Buyer any letters of credit, documents, cash or checks received on account of or otherwise relating to any such deposits, receivables, letters of credit or other items. Following the Closing, Seller shall promptly transfer or deliver to Buyer or its designee any cash or other property that Seller may receive in respect of any deposit, claim, contract, license, lease, commitment, sales order, purchase order, letter of credit or receivable of any character, or any other item, constituting a part of the Assets. Subject to Section 5.5, notwithstanding the foregoing Buyer shall: (a) within forty-eight (48) hours after receipt by Buyer, deliver to Greyrock for the account of Seller 50% of all cash Deposits received by Buyer and 50% of the cash deposit for the letter of credit supporting the Commercial Lease, dated July, 1999, by and between TRANOD, a California general partnership, and Seller and (b) within forty-eight (48) hours after the receipt by Buyer of notification of a reduction in Deposit amounts, if any, that are applied for the benefit of Buyer under the terms of the applicable lease or other governing agreement listed in Exhibit E hereto, deliver to Greyrock for the account of Seller cash in an amount equal to 50% of such reduction (such amounts described in the foregoing clauses (a) and (b), collectively, the "Seller Deposit Rights").

5.2 Further Assurances and Cooperation. Upon the terms and subject to the conditions contained herein, each of the parties hereto agrees, both before and after the Closing, (a) to use all reasonable 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, (b) to execute any documents, instruments or conveyances of any kind which may be reasonably necessary or advisable to carry out any of the transactions contemplated hereunder and (c) to cooperate with each other in connection with the foregoing, including using their respective best efforts (i) to obtain all necessary waivers, consents and approvals from other parties to the Assumed Liabilities; provided, however, that Buyer shall not be required to make any payments, commence litigation or agree to modifications of the terms thereof in order to obtain any such waivers, consents or approvals, (ii) to obtain all necessary permits as are required to be obtained under any federal, state, local or foreign law or regulations, (iii) to defend all actions challenging this Agreement or the consummation of the transactions contemplated hereby, (iv) to lift or rescind any injunction or restraining order or other order adversely affecting the ability of the parties to consummate the transactions contemplated hereby, (v) to effect all necessary registrations and filings, including, without limitation, submissions of information requested by governmental authorities and (vi) to fulfill all conditions to this Agreement.

5.3 Employee Matters.

(a) Buyer shall extend offers of employment to those of Seller's employees whom it desires to hire, including but not limited to those employees listed on Exhibit "O" hereto (such employees who become employed by Buyer are hereinafter referred to as the "Rehired Employees"). Seller shall terminate the employment of all Rehired Employees immediately prior to the Closing and shall cooperate with and use its best efforts to assist Buyer in its efforts to secure satisfactory employment arrangements with the Rehired Employees.

(b) All wages, salary, bonuses and other compensation and accrued benefits (including accrued vacation and sick leave) owed to the employees of Seller through the Closing Date shall be paid by Seller. Seller shall be solely responsible for all of its employee programs and all obligations and liabilities thereunder. Neither Buyer, PETCO nor any of their affiliates shall assume any of Seller's employee programs or any obligation or liability thereunder.

(c) Nothing contained in this Agreement, however, shall confer upon any Rehired Employee any right with respect to continuance of employment by Buyer or PETCO, nor shall anything herein interfere with the right of Buyer to terminate the employment of any of the Rehired Employees at any time, with or without cause, or restrict Buyer in the exercise of its independent business judgment in modifying any of the terms and conditions of the employment of the Rehired Employees.

(d) No provision of this Agreement shall create any third party beneficiary rights in any Rehired Employee, any beneficiary or dependents thereof, or any collective bargaining representative thereof, with respect to the compensation, terms and conditions of employment and benefits that may be provided to any Rehired Employee by Buyer or under any benefit plan which Buyer or PETCO may maintain.

(e) With respect to Seller's employees, other than the Rehired Employees, Seller shall take any actions necessary so that following the Closing Buyer shall have no liability under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

5.4 Survival of Representations, Etc. All representations, warranties, covenants and agreements of the parties contained in this Agreement or in any certificate, exhibit, instrument or conveyance delivered by or on behalf of the parties pursuant hereto are material, shall be deemed to have been relied upon by the other parties and shall survive the Closing regardless of any investigation for a period of ninety (90) days following the Closing, other than the representations and warranties contained in Sections 3.4, 3.5, 3.6, 3.7 and 3.8 which shall expire at the Closing. The termination of the representations and warranties provided herein shall not affect the rights of a party in respect of any claim for Damages (as defined) made by such party in a writing received by the other party prior to the expiration of the applicable survival period provided herein.

5.5 Indemnity.

(a) Seller shall indemnify, defend and hold harmless Buyer and PETCO against and in respect of any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including interest, penalties and reasonable attorneys' fees (collectively, "Damages"), that Buyer or PETCO shall incur or suffer, which arise, result from, or relate to (i) any breach of any representation or warranty under Sections 3.1, 3.2, 3.3, 3.9 and 3.10; (ii) any breach of any covenant or

agreement made by Seller in or pursuant to this Agreement (other than the representations set forth in Article 3 hereof); (iii) any Excluded Liability, other than claims or other matters relating to Lucent Technologies Inc., Comdisco, Inc. or Relational Funding Corporation; or (iv) any Damages imposed upon Buyer or PETCO as a result of Buyer's status as a purchaser of the Assets. Buyer or PETCO shall promptly notify Seller and Greyrock of the existence of any claim, demand, or other matter to which Seller's indemnification obligations would apply, and shall give Seller, or Greyrock, on behalf of Seller, a reasonable opportunity to defend the same at its own expense and with counsel of its own selection; provided that Buyer or PETCO shall at all times also have the right to participate fully in the defense at its own expense. If Seller shall, within a reasonable time after such notice, fail to defend, Buyer and PETCO shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle (exercising reasonable business judgment), the claim or other matter on behalf, for the account, and at the risk, of Seller.

(b) Buyer's and PETCO's right of indemnification, as provided in this Section 5.5, shall be Buyer's and PETCO's sole and exclusive remedy for a claim of Damages. The only legal action which may be asserted by Buyer or PETCO with respect to any matter which is the subject of this Section 5.5 shall be a contract action to enforce, or to recover damages for breach of, this Section 5.5. Notwithstanding any other provision of this Agreement to the contrary, claims for indemnification with respect to (i) fraud, (ii) intentional misrepresentation or (iii) an intentional breach of any covenants or agreements of any party under this Agreement or in any certificate, schedule or exhibit delivered pursuant hereto shall not be subject to any of the limitations set forth in this Section 5.5.

(c) Seller shall not be liable for indemnification in an aggregate amount under this Agreement which exceeds the amount of the sum of the unpaid portion of the Indemnification Holdback and the remaining unpaid Seller Deposit Rights. Further, Seller shall not be liable to Buyer or PETCO under this Section 5.5 for any Damages until the aggregate amount due Buyer or PETCO exceeds an accumulated total of \$25,000; provided, however, that once the aggregate amount due to Buyer and/or PETCO under this Section 5.5 exceeds such accumulated total of \$25,000, Seller shall be liable to Buyer and PETCO for the aggregate amount of Damages under this Section 5.5 in excess of \$12,500.

(d) Anything in this Agreement to the contrary notwithstanding, Buyer may withhold and setoff against the Indemnification Holdback, the remaining unpaid Seller Deposit Rights and any other amounts otherwise due Seller, any amount as to which Seller is obligated to indemnify Buyer or PETCO pursuant to any provision of this Section 5.5. In order to satisfy claims for indemnification of Seller hereunder, Buyer or PETCO shall proceed (i) first, by offsetting against the Indemnification Holdback; and (ii) second, to the extent claims for indemnification against Seller exceed clause (i) above, by offsetting against the remaining unpaid Seller Deposit Rights, in each case subject to the limitations set forth in 5.5(c), as applicable.

(e) Buyer shall hold and release the Indemnification Holdback pursuant to Section 1.3 and this Section 5.5(e). If Buyer has not delivered a notice of claim to Seller pursuant to Section 5.5(a) on or before ninety (90) days after the Closing (the "Holdback Release Date"), Buyer shall promptly release all of the Indemnification Holdback to Seller. If Buyer has delivered one or more such notices of claim to Seller on or before the Holdback Release Date, Buyer shall pay to Seller promptly after the Holdback Release Date the Indemnification Holdback less any amounts offset against it pursuant to Section 5.5(d) and an amount reasonably estimated by Buyer to cover any unresolved claims and the Damages resulting therefrom.

5.6 Bulk Sales. It may not be practicable to comply or attempt to comply with the procedures of the "Bulk Sales Act" or similar law of any or all of the states in which the Assets are situated or of any other state which may be asserted to be applicable to the transactions contemplated hereby. Accordingly, to induce Buyer to waive any requirements for compliance with any or all of such laws, Seller hereby agrees that the indemnity provisions of Section 5.5 shall apply to any Damages of Buyer or PETCO arising out of or resulting from the failure of Seller or Buyer to comply with any such laws.

5.7 Covenant Not to Compete.

(a) Seller agrees that for a period of five (5) years after the Closing Date (the "Term"), Seller, unless acting in accordance with Buyer's or PETCO's prior written consent, shall not, directly or indirectly, own, manage, join, operate or control, or participate in the ownership, management, operation or control of, or be connected with, or permit its name to be used by or in connection with, any profit or non-profit business or organization which produces, designs, conducts research on, provides, sells, distributes or markets products, goods, equipment or services which, directly or indirectly, competes with the business, as conducted by Seller immediately prior to the Closing (the "Business"), in each and every county in the United States of America and the dependent territories of the United States of America in which the Business is conducted, and each and every country in the world in which the Business is conducted; it being understood that the foregoing shall not limit Seller from (i) acquiring control of any company or business which derives less than five percent (5%) of its revenues from a business which competes directly with the Business as conducted by Seller immediately prior to the Closing or (ii) making passive investments of less than five percent (5%) of the outstanding equity securities in any entity listed for trading on a national stock exchange or quoted on any recognized automatic quotation system. Notwithstanding the foregoing, this Section 5.7 shall not prevent Seller's subsidiary, In The Company of Dogs, Inc. ("ICOD"), from continuing its business as conducted by it immediately prior to the Closing.

(b) If any covenant set forth in this agreement is determined by any court to be unenforceable by reason of its extending for too great a period of time or over too great a geographic area, or by reason of its being extensive in any other respect, such covenant shall be interpreted to extend only for the longest period of time and over the greatest geographic area, and to otherwise have the broadest application as shall be enforceable. The invalidity or unenforceability of any particular provision of this agreement shall not affect the other provisions hereof, which shall continue in full force and effect. Without limiting the foregoing, the covenants contained herein shall be construed as separate covenants, covering their respective subject matters, with respect to each of the separate cities, counties and states of the United States, and each other country, and political subdivision thereof, in which any of Seller or its successors now transacts any business.

(c) Seller acknowledges that (i) the provisions of Section 5.7(a) and Section 5.7(b) are reasonable and necessary to protect the legitimate interests of Buyer and PETCO, and (ii) any violation of paragraphs (b) or (c) of this Section 5.7 will result in irreparable injury to Buyer and PETCO, the exact amount of which will be difficult to ascertain, and that the remedies at law for any such violation would not be reasonable or adequate compensation to Buyer and PETCO for such a violation. Accordingly, Seller agrees that if it violates the provisions of Section 5.7(a) or Section 5.7(b), in addition to any other remedy which may be available at law or in equity, Buyer and PETCO shall be entitled to specific performance and injunctive relief, without posting bond or other security, and without the necessity of proving actual damages.

5.8 Shared Premises. Buyer agrees that, following the Closing, ICOD shall be permitted to continue to use a portion of Seller's offices (the "ICOD Space") at 1200 Folsom Street, San Francisco, California 94103 adequate for use of ICOD employees employed at such offices immediately prior to the closing, solely for the purposes of continuing its business as currently conducted, in return for a one-time payment at Closing of \$5,000 which shall be offset against the Purchase Price payable pursuant to Section 1.3, until the earlier of: (a) the date six months following the Closing and (b) the date sixty (60) days after the sale by Seller of the ICOD business; provided, however, that Buyer and ICOD agree that in the event that the lease is earlier terminated or the premises at 1200 Folsom Street are vacated by Buyer for any reason, Buyer shall provide ICOD with notice equivalent to that provided to the landlord by Buyer or to Buyer by the landlord, as applicable, and that ICOD shall vacate the ICOD Space concurrently with Buyer. This Section 5.8 is subject, to the extent required by the lease, to the prior written consent of the landlord to ICOD's use of the ICOD Space.

ARTICLE VI. MISCELLANEOUS

6.1 Notices. Any notice, request, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if delivered or sent by facsimile transmission, upon receipt, or if sent by registered or certified mail, upon the sooner of the date on which receipt is acknowledged or the expiration of three (3) days after deposit in United States post office facilities properly addressed with postage prepaid. All notices to a party will be sent to the addresses set forth below or to such other address or person as such party may designate by notice to each other party hereunder:

If to Buyer:	PETDEV, Inc. 9125 Rehco Road San Diego, California 92121 Attn: James M. Myers Fax: (858) 657-2085
Copy to:	Latham & Watkins 701 "B" Street, Suite 2100 San Diego, California 92101 Attn: Thomas A. Edwards, Esq. Fax: (619) 696-7419
If to Seller:	Petopia.com, Inc. c/o Perkins Coie LLP 135 Commonwealth Drive, Suite 250 Menlo Park, California 94025 Attn: Mark S. Albert, Esq. Fax: (650) 752-6050
Copy to:	Greyrock Capital c/o Levy, Small & Lallas 815 Moraga Drive Los Angeles, California 90049-1633 Attn: Leo D. Plotkin, Esq. Fax: (310) 471-7990

6.2 Entire Agreement. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the parties.

6.3 Public Statements. The parties hereto covenant and agree that, except as provided for hereinbelow, each will not from and after the date hereof make, issue or release any public announcement, press release, statement or acknowledgment of the existence of, or reveal publicly the terms, conditions and status of, the transactions provided for herein, without the prior written consent of the other parties, provided, however, that in the case of announcements, statements, acknowledgments or revelations which any party is required by law to make, issue or release, the making, issuing or releasing of any such announcement, statement, acknowledgment or revelation by the party so required to do so by law shall not constitute a breach of this Agreement.

6.4 No Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed by the party making the waiver.

6.5 Expenses. Except as otherwise provided herein, the parties shall pay their own fees and expenses, including their own attorneys' fees, incurred in connection with this Agreement or any transaction contemplated hereby.

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

6.7 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective affiliates, successors and assigns.

6.8 Choice of Law. This Agreement shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of California, except with respect to matters of law concerning the internal corporate affairs of any corporate entity which is a party to or the subject of this Agreement, and as to those matters the law of the jurisdiction under which the respective entity derives its powers shall govern.

6.9 Invalidity. In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument.

6.10 Service of Process, Consent to Jurisdiction.

(a) Service of Process. Each party hereto irrevocably consents to the service of any process, pleading, notices or other papers by the mailing of copies thereof by registered, certified or first class mail, postage prepaid, to such party at such party's address set forth herein, or by any other method provided or permitted under California law.

(b) Consent and Jurisdiction. Each party hereto irrevocably and unconditionally (i) agrees that any suit, action or other legal proceeding arising out of this Agreement may be brought in the United

States District Court for the Southern District of California or, if such court does not have jurisdiction or will not accept jurisdiction, in any court of general jurisdiction in the County of San Diego, California; (ii) consents to the jurisdiction of any such court in any such suit, action or proceeding; and (iii) waives any objection which such party may have to the laying of venue of any such suit, action or proceeding in any such court.

6.11 Arbitration. Notwithstanding anything herein to the contrary, in the event that there shall be a dispute among the parties after the Closing arising out of or relating to this Agreement, including without limitation the indemnities provided in Section 5.5, or the breach thereof, the parties agree that such dispute shall be resolved by final and binding arbitration in San Diego, California, administered by Judicial Arbitration & Mediation Services, Inc. ("JAMS"), in accordance with JAMS' rules of practice then in effect or such other procedures as the parties may agree to prior to the Closing. Depositions may be taken and other discovery may be obtained during such arbitration proceedings to the same extent as authorized in civil judicial proceedings. Any award issued as a result of such arbitration shall be final and binding between the parties thereto, and shall be enforceable by any court having jurisdiction over the party against whom enforcement is sought. The fees and expenses of such arbitration (including reasonable attorneys' fees) or any action to enforce an arbitration award shall be paid by the party that does not prevail in such arbitration.

6.12 Attorneys' Fees. If any legal action is brought for the enforcement of this Agreement or because of any alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover attorneys' fees and all other costs incurred in that action in addition to any other relief to which it may be entitled.

[SIGNATURE PAGE FOLLOWS]

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

PETCO ANIMAL SUPPLIES, INC.

By: James M. Myers
James M. Myers
Senior Vice President and Chief Financial Officer

PETDEV, INC.

By: James M. Myers
James M. Myers
Chief Financial Officer

PETOPIA.COM, INC.

By: _____
Andrea C. Reisman
Chief Executive Officer

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

PETCO ANIMAL SUPPLIES, INC.

By: _____
James M. Myers
Senior Vice President and Chief Financial Officer

PETDEV, INC.

By: _____
James M. Myers
Chief Financial Officer

PETOPIA.COM, INC.

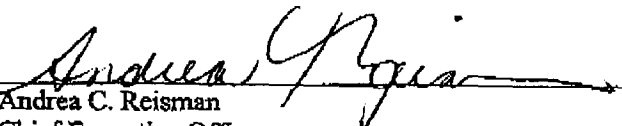
By: 
Andrea C. Reisman
Chief Executive Officer

EXHIBIT A

ASSETS

"Assets" means all of Seller's right, title and interest in and to the business, properties, assets and rights of any kind, as of the Closing, whether tangible or intangible, real or personal and constituting, or used or useful in connection with, or related to, Seller's business of operating a website for the retail sale of pet food and supplies under the name of Petopia.com (the "Business"), including, without limitation, all of Seller's right, title and interest in and to the following:

- (a) all Seller's rights and obligations under the contracts listed as Assumed Liabilities;
- (b) all leases with respect to the real property of seller listed as Assumed Liabilities (the "Assumed Leases") and all of Seller's rights and obligations as lessee under such Assumed Leases;
- (c) all leasehold improvements situated in or on the premises subject to Assumed Leases to the extent owned by Seller;
- (d) all of the furniture, fixtures, furnishings, machinery, spare parts, supplies, equipment and other tangible personal property owned by Seller;
- (e) Assets subject to security interests or other claims by Comdisco, Inc. or Relational Funding Corporation that are to be retained by Buyer, as listed on Schedule A-1 to this Exhibit A;
- (f) all inventory of Seller;
- (g) copies of (i) all records, lists and databases pertaining to the Business, customers, suppliers or personnel of Seller, (ii) all product, business and marketing plans of Seller and (iii) all books, ledgers, files, reports, plans, drawings and operating records of every kind maintained by Seller, but excluding Seller's minute books, stock books and tax returns;
- (h) all of Seller's federal, state and foreign registrations of trademarks and of other marks, trade names or other trade rights, and all pending applications for any such registrations, all of Seller's patents and copyrights and all pending applications therefor, in which Seller has any interest whatsoever, whether or not registered, all common law rights and any domain name registrations that are used by or on behalf of Seller in connection with Seller's business, together with the goodwill symbolized by said proprietary rights, including, without limitation, the proprietary rights listed on Schedule A to the Assignment of Proprietary Rights;
- (i) all licenses, permits, franchises, approvals, authorizations, consents or orders of, or filings with, any governmental authority, whether foreign, federal, state or local, or any other person, necessary or desirable for the present or anticipated conduct of, or relating to the operation of, the Business, including, without limitation, any such licenses or other permits relating to the sale of livestock;
- (j) all available supplies, sales literature, promotional literature, customer, supplier and distributor lists or databases, art work, display units, telephone and fax numbers, communication data transmission lines and purchasing records related to the Business;

(k) all rights under or pursuant to all warranties, representations and guarantees made by suppliers in connection with the Business or services furnished to Seller pertaining to the Business or affecting the Assets, to the extent such warranties, representations and guarantees (i) are not required by Seller to fulfill its obligations under this Agreement and (ii) are assignable;

(l) all claims, causes of action, choses in action, rights of recovery and rights of set-off of any kind, against any person or entity, including, without limitation, any liens, security interests, pledges or other rights to payment or to enforce payment in connection with products delivered by Seller related to the Business prior to the Closing Date;

(m) all computer hardware and software owned by Seller;

(n) all rights and interests in Seller's insurance policies, including, without limitation, prepaid insurance premiums, unearned premium refunds and claim proceeds;

(o) all accounts receivable;

(p) all deposits under all Assumed Liabilities (including, without limitation, utility, lease and other deposits and all prepaid expenses of Seller, including security deposits under the leases), the UPS deposit, and cash deposits for the letter of credit supporting the Commercial Lease, dated July, 1999, by and between TRANOD, a California general partnership, and Seller; and

(q) all Seller's rights to the use and possession of the assets listed on Schedule A-2 to this Exhibit A under that certain First Amendment to Equipment Schedules No. 1, 2, 3 and 4 to Master Equipment Lease Agreement dated June 2, 2000 between Petopia.com, Inc., as Lessee, and Relational Funding Corporation, as Lessor;

but excluding therefrom the Excluded Assets.

SCHEDULE A-1
TO EXHIBIT A

[See Attached]

SCHEDULE A-1
TO EXHIBIT A

Asset ID	Tag Number	Category	In Service Date	Description	Ending Bal	Funding Info	Serial ID
00000196	001627	1999-08-29	Aug-99	MagInnovision 17" Monitor	436.28	Comdisco	
00000001	001349	1999-03-02	Mar-99	Phillips Monitor	373.24	Comdisco	12648413
00000005		1998-09-23	Sep-98	Packing System	7,693.29	Comdisco	30T922871
00000008		1999-11-02	Nov-99	Manifest Support	1,272.00	Comdisco	
00000011	001341	1999-03-02	Mar-99	Phillips Monitor	373.24	Comdisco	12648412
00000014	na	1999-03-02	Mar-99	Microsoft Back Office	1,867.66	Comdisco	
00000017	na	1999-03-02	Mar-99	Microsoft Office97 upgrade	1,058.98	Comdisco	
00000019	na	1999-03-02	Mar-99	Microsoft ArcServe 6.5 backup softw	480.66	Comdisco	
00000026	001399	1999-03-02	Mar-99	IBM THINKPAD	2,834.85	Comdisco	
00000035	na	1999-04-21	Apr-99	MicroSoft BackOfficev4	354.70	Comdisco	00J601
00000059	001409	1999-05-27	May-99	Workstation 210	3,202.96	Comdisco	
00000063	001458	1999-05-28	May-99	Proliant 1850R	3,016.00	Comdisco	
00000065		1999-04-16	Apr-99	PC MCIA Card-David Frazee	277.02	Comdisco	
00000066	001091	1999-04-16	Apr-99	Compaq Presario-David Frazee	2,864.38	Comdisco	1V92CGX5W1K9
00000070	001173	1999-06-08	Jun-99	M780 Monitor	0.00	Comdisco	5322DE8HN399
00000082	na	1999-05-27	May-99	Enterprise Software	5,313.00	Comdisco	WS-C2924-XL-EN-
00000083	001635	1999-05-14	May-99	BigIp1	11,996.00	Comdisco	DIP02065S
00000084	001677	1999-05-14	May-99	BigIp2	11,996.00	Comdisco	DIP02064S
00000086	na	1999-06-08	Jun-99	Mac Adobe-Megan Dreyer	542.49	Comdisco	
00000089	001094	1999-06-15	Jun-99	M780 Monitor	0.00	Comdisco	5322DE9KXQAA9
00000095	001097	1999-06-15	Jun-99	Celeron 433	1,417.01	Comdisco	155V9
00000096	001133	1999-06-15	Jun-99	Celeron 433	1,417.01	Comdisco	155VG
00000100	001421	1999-06-16	Jun-99	Apple G3 PowerMac	3,015.25	Comdisco	XB9421ELHLK
00000105		1999-06-16	Jun-99	IBM Ultra2 Hard Drive-JNokes	215.42	Comdisco	
00000108	001026	1999-06-24	Jun-99	M780 Monitor	0.00	Comdisco	5322DE8CWCQ99
00000131	na	1999-07-20	Jul-99	SOL 7.0 2 licenses	6,329.51	Comdisco	
00000134	001378	1999-07-23	Jul-99	Workstation 210	2,878.53	Comdisco	28U8D
00000142	001075	1999-08-05	Aug-99	Dimension Pentium II	1,715.39	Comdisco	364A6
00000159	001477	1999-08-25	Aug-99	Workstation 410	2,824.28	Comdisco	4A6SJ
00000170	001205	1999-08-27	Aug-99	APC Rack Mount	946.98	Comdisco	WS9935007986
00000176	001423	1999-08-27	Aug-99	Apple PowerMac G3	2,980.52	Comdisco	XB9913ZWHFO
00000187	001285	1999-08-29	Aug-99	MagInnovision 17" Monitor	436.28	Comdisco	MH77J5000029
00000194	001171	1999-08-29	Aug-99	MagInnovision 17" Monitor	436.28	Comdisco	MH77J50000344
00000197	001641	1999-08-29	Aug-99	MagInnovision 17" Monitor	436.28	Comdisco	
00000209	001101	1999-08-31	Aug-99	CTX 17" Monitor	408.14	Comdisco	OR490401553
00000211	001117	1999-08-31	Aug-99	CTX 17" Monitor	408.14	Comdisco	OR490401283
00000217	001515	1999-06-31	Aug-99	Compaq Deskpro EP	1,749.41	Comdisco	6936-CCL6-0449

SCHEDULE A-1
TO EXHIBIT A

00000224	1999-08-31	Aug-99 HP4mm Tapes	130.20	Comdisco	
00000225	1999-07-31	Jul-99 MicroSoft License, NT Server	978.25	Comdisco	
00000238	1999-09-03	Sep-99 M780 Monitor	0.00	Comdisco	5322DE8NNS99
00000240	1999-08-03	Sep-99 M780 Monitor	0.00	Comdisco	5322DE8HMS99
00000242	1999-09-03	Sep-99 M780 Monitor	0.00	Comdisco	5322DE8HLS99
00000247	1999-09-03	Sep-99 Celeron 433	1,564.57	Comdisco	4SFPM
00000250	1999-09-03	Sep-99 Celeron 433	1,564.57	Comdisco	4SFPE
00000260	1999-09-14	Sep-99 3COM HUB	2,142.00	Comdisco	
00000261	1999-09-17	Sep-99 MicroSoft Exchange 5.5 license	7,730.63	Comdisco	
00000262	1999-09-17	Sep-99 MicroSoft Upgrade Exchange 5.5	746.97	Comdisco	
00000263	1999-09-17	Sep-99 MicroSoft Upgrade to NT4,	1,554.13	Comdisco	
00000264	1999-09-17	Sep-99 MicroSoft NT4 license	3,845.60	Comdisco	
00000266	1999-09-27	Sep-99 Thornby DAVE v2.1	689.00	Comdisco	
00000270	1999-09-27	Sep-99 HP 2500 Inkjet	1,793.85	Comdisco	SG96L120DP
00000272	1999-09-30	Sep-99 Norton Anti-virus v5	540.89	Comdisco	
00000273	1999-09-30	Sep-99 MicroSoft Project98	536.14	Comdisco	
00000279	15-Nov-99	Nov-99 Dell Monitor, M780	0.00	Comdisco	2742PEOXR8A9
00000288	1999-10-05	Oct-99 Thornby DAVE 2.1	756.56	Comdisco	
00000290	1999-10-05	Oct-99 MicroSoft Project 98	525.14	Comdisco	
00000291	1999-10-05	Oct-99 Imation DDS-3backup Tapes	108.50	Comdisco	
00000300	1999-09-14	Sep-99 Clippership Software	4,626.60	Comdisco	
00000303	1999-10-08	Oct-99 Imation DDS-3backup Tapes	520.10	Comdisco	
00000317	1999-11-15	Nov-99 Dell 433 Celeron GX160	1,677.41	Comdisco	8TU5T
00000320	1999-10-08	Oct-99 M780 Monitor	0.00	Comdisco	5322DE8HLW99
00000323	1999-10-08	Oct-99 M780 Monitor	0.00	Comdisco	5322DE8SVE99
00000326	1999-11-17	Nov-99 Enterprise Suite	1,235.23	Comdisco	
00000332	1999-10-08	Oct-99 M780 Monitor	0.00	Comdisco	5322DE2K6U49
00000344	1999-10-08	Oct-99 433 Celeron	1,629.88	Comdisco	6HLKF
00000347	1999-10-08	Oct-99 433 Celeron	1,629.87	Comdisco	6HLNL
00000349	1999-10-08	Oct-99 433 Celeron	1,629.87	Comdisco	6HLX7
00000350	1999-11-18	Nov-99 Dell Monitor, M780	0.00	Comdisco	5322DF6RLT89
00000352	1999-10-08	Oct-99 433 Celeron	1,629.87	Comdisco	6HLX7
00000358	1999-10-08	Oct-99 433 Celeron	1,629.87	Comdisco	6HMYA
00000363	1999-10-08	Oct-99 433 Celeron	1,629.87	Comdisco	6HMEC
00000366	1999-11-18	Nov-99 Dell Workstation 210	2,749.39	Comdisco	943FJ
00000367	1999-10-08	Oct-99 433 Celeron	1,629.87	Comdisco	6HMAJ
00000368	1999-11-18	Nov-99 Dell Workstation 210	2,749.39	Comdisco	943FL
00000371	1999-10-08	Oct-99 M780 Monitor	0.00	Comdisco	5322DE8HMX99
00000373	1999-10-08	Oct-99 M780 Monitor	0.00	Comdisco	5322DE8HMB99
00000374	1999-10-08	Oct-99 M780 Monitor	0.00	Comdisco	5322DE8MNY99

SCHEDULE A-1
TO EXHIBIT A

00000376	001286	1999-11-19	Nov-99 Compaq Proliant 3000 Server	30,288.65	Comdisco	D939CWXK2K088
00000388	001544	1999-11-19	Nov-99 Hewlett Packard LaserJet 4050T	1,847.55	Comdisco	USCC060044
00000393	001233	1999-10-08	Oct-99 433 Celeron	1,629.67	Comdisco	61922
00000396	001073	1999-09-03	Sep-99 433 Celeron	1,629.67	Comdisco	4SFY6
00000404	001077	1999-10-08	Oct-99 433 Celeron	1,629.67	Comdisco	6193Y
00000420	001649	1999-12-01	Dec-99 Compaq 1850 Server	4,220.80	Comdisco	D944CNH11253
00000426	001605	1999-11-30	Nov-99 Database Server Proliant 6000	37,310.25	Comdisco	D936CPD1A071
00000430	001590	1999-11-30	Nov-99 Database Server Proliant 3000	30,703.75	Comdisco	D939CWXK2K097
00000434	001611	1999-11-30	Nov-99 Database Server Proliant 1850	10,161.88	Comdisco	D939CNH1K218
00000439	001621	1999-11-30	Nov-99 Database Server Proliant 1850	10,161.88	Comdisco	D948CNH1K623
00000445	001637	1999-11-30	Nov-99 Database Server Proliant 1850	14,551.10	Comdisco	D948CNH1K405
00000447	001638	1999-11-30	Nov-99 Database Server Proliant 1850	14,551.10	Comdisco	D948CNH1K115
00000449	001639	1999-11-30	Nov-99 Database Server Proliant 1850	14,551.10	Comdisco	D948CNH1K115
00000450		1999-11-30	Nov-99 Database Server Proliant 7000	62,896.54	Comdisco	D948CNH1K729
00000451	001591	1999-11-30	Nov-99 Proliant 1850R Redundant Power	4,163.69	Comdisco	W5941003559
00000453	001516	1999-11-30	Nov-99 N+1 Redundant Power Supply	2,397.85	Comdisco	
00000459	001600	1999-10-12	Oct-99 Nortel 450w/Cascade Module	2,865.91	Comdisco	KEE0041847
00000460	001599	1999-10-12	Oct-99 Nortel 450w/Cascade Module	2,865.91	Comdisco	KEE0041610
00000462	001476	1999-10-12	Oct-99 Nortel 450w/Cascade Module	2,865.91	Comdisco	KEE0041820
00000464	001540	1999-10-12	Oct-99 Nortel 450w/Cascade Module	2,865.91	Comdisco	KEE0041793
00000466	001512	1999-10-12	Oct-99 Nortel 450w/Cascade Module	2,865.91	Comdisco	KEE0041703
00000467	001609	1999-11-30	Nov-99 Database Server Proliant 1850R	11,183.40	Comdisco	D939CNH1K190
00000468	001447	1999-10-12	Oct-99 Nortel 450w/Cascade Module	2,865.91	Comdisco	KEE0041889
00000469	001610	1999-11-30	Nov-99 Database Server Proliant 1850R	11,183.41	Comdisco	D939CNH1K217
00000470	001608	1999-10-12	Oct-99 Compaq 19" Rack	2,057.16	Comdisco	
00000472		1999-10-12	Oct-99 Nortel BayStack Return Cable	184.06	Comdisco	
00000480	001289	1999-11-12	Nov-99 Nortel 450 LAN Switch (2)	3,031.49	Comdisco	SSGLKH0FGA
00000481	001567	1999-11-12	Nov-99 Nortel 450T24 Switch w/ Casca	2,632.21	Comdisco	SSGLKH0FGF
00000482	na	1999-09-23	Sep-99 MicroSoft Office99	2,126.80	Comdisco	
00000484	001601	1999-11-12	Nov-99 Nortel 450T24 Switch w/ Casca	2,570.80	Comdisco	KEE0057425
00000486	001526	1999-11-12	Nov-99 Nortel 450T24 Switch w/ Casca	2,570.80	Comdisco	SGLKH00311
00000487	na	1999-09-23	Sep-99 MacroMedia Director 7	1,090.42	Comdisco	
00000488	001453	1999-11-12	Nov-99 Nortel 450T24 Switch w/ Casca	2,570.80	Comdisco	SGLKH00816
00000491	001535	1999-11-12	Nov-99 Nortel 450T24 Switch w/ Casca	2,570.80	Comdisco	SGLKH009930
00000493	001534	1999-11-12	Nov-99 Nortel 450T24 Switch w/ Casca	2,570.80	Comdisco	SGLKH00830
00000496		1999-11-12	Nov-99 Nortel Cascade Cable	244.81	Comdisco	SGLKH00781
00000516	001287	1999-10-15	Oct-99 M780 Monitor	0.00	Comdisco	5322DEA6JJA9
00000521	001446	1999-10-15	Oct-99 Workstation 410	2,814.86	Comdisco	7951X
00000525	001380	1999-10-15	Oct-99 Workstation 410	2,814.86	Comdisco	79511
00000527	001589	1999-10-15	Oct-99 Workstation 410	2,814.86	Comdisco	79516

Schedule A-1 to Exhibit A

SCHEDULE A-1
TO EXHIBIT A

0000530	001717 & 71	1999-12-10	Dec-99	Port Server Consoles (2)	2,200.00	Comdisco	D914CPK10051
0000534	001645	1999-08-14	Jun-99	Production DataBase Machine	34,984.09	Comdisco	
0000541	001640 & 64	1999-12-13	Dec-99	Smart-JUPS 1400 Net (2)	2,330.84	Comdisco	
0000555	001617 & 61	1999-12-14	Dec-99	Compaq Rack 9142 (2)	2,945.16	Comdisco	
0000565	001592	1999-10-28	Oct-99	Power Supply & Fan for CompaqBK	1,737.74	Comdisco	WS941003567
0000567	001542	1999-10-28	Oct-99	HP 8000N Printer	3,189.00	Comdisco	USDG047842
0000574	001283	1999-10-28	Oct-99	Various parts for Server(Rocky)	5,335.44	Comdisco	2742PEQYHEAS
0000577	001283	1999-12-20	Dec-99	Monitor, DELL M770 16"	0.00	Comdisco	
0000578	na	1999-10-28	Oct-99	Adobe Photoshop v5.5	673.51	Comdisco	
0000586	001064	29-Oct-99	Oct-99	Dell Monitor, M781	0.00	Comdisco	7221DDNEAF99
0000592	001345	1999-12-20	Dec-99	Monitor, DELL M770 16"	0.00	Comdisco	2742PEQYHXA9
0000593	001225	29-Oct-99	Oct-99	Dell Monitor, M781	0.00	Comdisco	2742PEQ3H7A9
0000594	001379	1999-12-20	Dec-99	Monitor, DELL M770 16"	0.00	Comdisco	2742PEQ3GTA9
0000598	001306	1999-12-20	Dec-99	Monitor, DELL M770 16"	0.00	Comdisco	7221DOFZUD79
0000599	001158	29-Oct-99	Oct-99	Dell Monitor, M781	0.00	Comdisco	2742PEQXQTA9
0000600	001343	1999-12-20	Dec-99	Monitor, DELL M770 16"	0.00	Comdisco	2742PEQYHZA9
0000618	001177	1999-12-20	Dec-99	Dell 433 Celeron GX100	1,771.76	Comdisco	BPU7Z
0000620	001067	1999-10-29	Oct-99	433 Celeron	1,737.08	Comdisco	8CCDU
0000621	001520	1999-10-29	Oct-99	433 Celeron	1,737.08	Comdisco	8CCE5
0000641	001058	1999-12-20	Dec-99	Dell 433 Celeron GX100	1,771.76	Comdisco	8PU8A
0000654	001547	2000-01-04	Jan-00	Laserjet printer	2,661.43	Comdisco	USCC095426
0000657	001449	2000-01-06	Jan-00	Dell 6500 Workstation 410	2,908.89	Comdisco	CKT2E
0000661	001315	2000-01-06	Jan-00	Dell 6500 Workstation 410	2,908.89	Comdisco	CKT2C
0000663	001394	1999-09-24	Sep-99	Workstation 410	2,838.36	Comdisco	5UWTD
0000665	001454	1999-09-24	Sep-99	Workstation 410	2,838.36	Comdisco	5UWTL
0000666	001318	2000-01-06	Jan-00	Dell 6500 Workstation 410	2,908.89	Comdisco	CKT2H
0000668	001321	2000-01-06	Jan-00	Dell 6500 Workstation 410	2,908.89	Comdisco	CKT2A
0000669	001455	28-Sep-99	Sep-99	M780 Monitor	0.00	Comdisco	5322DE8NNV99
0000673	001324	2000-01-06	Jan-00	Dell 6500 Workstation 410	2,908.89	Comdisco	CKT24
0000674	001325	2000-01-06	Jan-00	Dell 6500 Workstation 410	2,908.89	Comdisco	CKT22
0000675	001326	2000-01-06	Jan-00	Dell 6500 Workstation 410	2,908.89	Comdisco	CKT2T
0000677	001444	2000-01-06	Jan-00	Dell 6500 Workstation 410	2,908.89	Comdisco	CKT2I
0000679	001451	2000-01-06	Jan-00	Dell 6500 Workstation 410	2,908.89	Comdisco	CKT2Q
0000680	001311	28-Sep-99	Sep-99	M780 Monitor	0.00	Comdisco	5322DE2K7Z49
0000686	001489	2000-01-06	Jan-00	Dell 17" Monitor	0.00	Comdisco	2742PEVF49B8
0000687	001448	28-Sep-99	Sep-99	M780 Monitor	0.00	Comdisco	5322DE8NDH92
0000688	001457	28-Sep-99	Sep-99	M780 Monitor	0.00	Comdisco	5322DE5A3B79
0000693	001309	28-Sep-99	Sep-99	M780 Monitor	0.00	Comdisco	5322DE8NPG99
0000695	001445	28-Sep-99	Sep-99	M780 Monitor	0.00	Comdisco	5322DE8NNZ98
0000698	0000698	2000-01-06	Jan-00	Dell 17" Monitor	0.00	Comdisco	MX01780R478019CGH80K

SCHEDULE A-1
TO EXHIBIT A

00000699	001063	1999-09-28	Sep-99 433 Celeron	1,575.42	Comdisco	5XUJG
00000700	001319	2000-01-06	Jan-00 Dell 17" Monitor	0.00	Comdisco	MX05322D47605PENAXUF
00000701	001053	1999-09-28	Sep-99 433 Celeron	1,575.42	Comdisco	5XUJZP
00000702	001320	2000-01-06	Jan-00 Dell 17" Monitor	0.00	Comdisco	MX05322D4760596NAXUH
00000706	001450	2000-01-06	Jan-00 Dell 17" Monitor	0.00	Comdisco	2742PEVF4EB9
00000707	001246	1999-09-28	Sep-99 433 Celeron	1,575.42	Comdisco	5XV0E
00000708	001443	2000-01-06	Jan-00 Dell 17" Monitor	0.00	Comdisco	2742PEVF4D89
00000711	001425	1999-09-28	Sep-99 433 Celeron	1,575.42	Comdisco	5XV1H
00000720	001363	1999-09-28	Sep-99 433 Celeron	1,575.41	Comdisco	5XZ19
00000737	001217	1999-11-05	Nov-99 Hitachi 17" Monitor	327.67	Comdisco	T9H017236
00000755	001482	2000-01-18	Jan-00 Smart-UPS 1400 Net (1)	1,171.16	Comdisco	
00000755	001490	2000-01-18	Jan-00 Smart-UPS 1400 Net (1)	1,171.16	Comdisco	
00000757	001174	1999-11-11	Nov-99 M770 Monitor	0.00	Comdisco	2742PEQ2B1A9
00000759	001048	1999-11-11	Nov-99 M770 Monitor	0.00	Comdisco	7221DDNE9F99
00000765	001060	1999-11-11	Nov-99 M770 Monitor	0.00	Comdisco	2742PEQXR9A9
00000772	001057	1999-11-11	Nov-99 M770 Monitor	0.00	Comdisco	2742PEQ3HDA9
00000774	001588	2000-01-25	Jan-00 Firewall server at corporate	38,798.40	Comdisco	
00000778	001066	1999-11-11	Nov-99 M770 Monitor	0.00	Comdisco	2742PEQXRGAS
00000781	001176	1999-11-11	Nov-99 433 Celeron	1,677.41	Comdisco	8RP99
00000786	001050	1999-11-11	Nov-99 433 Celeron	1,677.41	Comdisco	8RP9U
00000798	001842	2000-01-25	Jan-00 Server with components	34,971.69	Comdisco	
00000800	na	1999-11-12	Nov-99 EnterpriseSte 3. & Support	4,650.88	Comdisco	
00000804	001551	2000-01-27	Jan-00 Color Stylus Writer	1,782.94	Comdisco	AEY0061673
00000806	001758	2000-01-27	Jan-00 Omniview 8 port OSD	360.48	Comdisco	3994600462
00000807	001182	1999-11-15	Nov-99 M770 Monitor	0.00	Comdisco	2742PEWH1NC9
00000808	001183	1999-11-15	Nov-99 M770 Monitor	0.00	Comdisco	2742PEVF43B9
00000811	001681	2000-01-27	Jan-00 Proliant Xeon Processor	3,211.71	Comdisco	
00000817	001028	1999-11-15	Nov-99 M770 Monitor	0.00	Comdisco	2742PEQYSA9
00000846		1999-09-11	Aug-99 PhoneSystem-CompanyWide	97,765.00	Comdisco	
00000859		1999-08-30	Aug-99 Canon Laser Fax Machine	2,550.00	Comdisco	UYG00026
00000860		1999-11-19	Nov-99 Phone System-CompanyWide	23,888.00	Comdisco	
00000862		1999-11-28	Nov-99 Phone System & CS Call Center	29,679.20	Comdisco	
00000864		1999-11-28	Nov-99 Phone System & CS Call Center	171,330.57	Comdisco	
00000899		1999-08-16	Jun-99 MicroSoftCorpLicense, NTServer	978.25	Comdisco	
00000904	001546	1999-09-23	Sep-99 HP 4050TNLaserJet Printer	1,956.03	Comdisco	USQC023912
00000910	001362	1999-09-24	Sep-99 Workstation410	2,838.36	Comdisco	5UWTS
00000916		2000-02-01	Feb-00 Phone System & CS Call Center	15,007.79	Comdisco	
00000925	001521	2000-02-15	Feb-00 Workstation 410	2,915.40	Comdisco	H56FE
00000926	001579	2000-02-15	Feb-00 Workstation 410	2,915.40	Comdisco	H56EZ
00000929	001442	2000-02-15	Feb-00 Workstation 410	2,915.40	Comdisco	H56GA

SCHEDULE A-1
TO EXHIBIT A

00000931	001282	2000-02-15	Feb-00 Workstation 410	2,915.40	Comdisco	H56GI
00000971	001728	2000-03-10	Mar-00 Servers	4,996.01	Comdisco	D009DKN1K075
00000979	001541	2000-03-08	Mar-00 HP LaserJet 4050TN Printer	1,632.95	Comdisco	USBB204176
00000981	001089	2000-03-08	Mar-00 8500 Pill Workstation 410	2,638.74	Comdisco	H1PA6
00000983		2000-03-02	Mar-00 ProLiant 185R 61500 Model, Sma	6,894.28	Comdisco	D008CNH1K186
00000984		2000-03-01	Mar-00 9.1 GB HD (8)	3,588.67	Comdisco	F924A
00000985	001557	2000-03-01	Mar-00 Latitude CPTV486GT 14.1 US Cal	3,044.02	Comdisco	
00000990	001759	2000-03-01	Mar-00 BIG HA Single	11,545.43	Comdisco	
00000992		2000-03-01	Mar-00 Dell Optiplex GX PIII-500,128	2,616.50	Comdisco	CVUB1
00001061	001767	2000-01-27	Jan-00 OmnitView 8 Port OSD	360.57	Comdisco	3993220583
00001107	001729	2000-03-10	Mar-00 ProLiant DL380	3,996.01	Comdisco	D009DKN1K074
00001108	001733	2000-03-10	Mar-00 ProLiant DL380	3,996.01	Comdisco	D009DKN1K073
00001109	001730	2000-03-10	Mar-00 ProLiant DL380	3,996.01	Comdisco	D009DKN1K034
00001110	001731	2000-03-10	Mar-00 ProLiant DL380	3,996.01	Comdisco	D009DKN1K339
00001111	001732	2000-03-10	Mar-00 ProLiant DL380	3,996.01	Comdisco	D009DKN1K364
00001112	001734	2000-03-10	Mar-00 ProLiant DL380	3,996.01	Comdisco	D009DKN1K340
00001114	001736	2000-03-10	Mar-00 ProLiant DL380	3,996.01	Comdisco	D009DKN1K049
00001115	001737	2000-03-10	Mar-00 ProLiant DL380	3,996.01	Comdisco	D009DKN1K030
00000033	001674	1999-04-07	Apr-99 IBM THINKPAD	0.00	Comdisco	23-GL844
00000579		29-Oct-99	Oct-99 Dell Monitor, M761	0.00	Comdisco	2742FEV4289
00000002		1999-10-01	Oct-99 Gravity Conveyor(Loveiland)	678.69	Comdisco	
00000003		1999-10-06	Oct-99 Electrical System	2,237.22	Comdisco	
00000004		1999-09-23	Sep-99 Gravity Conveyor	9,721.86	Comdisco	
00000006		1999-09-23	Sep-99 SDR25 Refrigerated Dryer	736.70	Comdisco	99HSDR2046
00000007		1999-10-28	Oct-99 Gravity Conveyor Sections	5,378.25	Comdisco	
00000009		1999-12-14	Dec-99 Scissor Lift	6,510.00	Comdisco	
00000010	001138	1999-03-02	Mar-99 Phillips Monitor	373.24	Comdisco	12648405
00000012	001353	02-Mar-99	Mar-99 Phillips Monitor	373.24	Comdisco	12648409
00000015		1999-03-02	Mar-99 3COM PCMCIA Card	185.54	Comdisco	
00000020		1999-03-02	Mar-99 IBM Selectlock Base 600	989.52	Comdisco	
00000021		1999-03-02	Mar-99 IBM 32 MBRAM upgrade	494.76	Comdisco	
00000022		1999-03-02	Mar-99 American Power Supply	614.88	Comdisco	S700SLNET
00000023	001676	02-Mar-99	Mar-99 IBM THINKPAD	2,634.85	Comdisco	78-YM316
00000024	001090	1999-03-02	Mar-99 IBM THINKPAD	2,634.85	Comdisco	78-YM242
00000025	001342	1999-03-02	Mar-99 IBM THINKPAD	2,634.85	Comdisco	78-Z8842
00000027		1999-03-02	Mar-99 3COM 509 TP	558.61	Comdisco	
00000034	001487	1999-04-07	Apr-99 ViewSonicMonitor	385.79	Comdisco	DP91201017
00000036	na	1998-05-04	May-99 BackupAgentV2 for MSeXchange	718.51	Comdisco	
00000039	001093	1999-05-13	May-99 COMPAQ5700 MONITOR	0.00	Comdisco	910CD61SL514
00000040	001277	1999-05-13	May-99 Compaq S700 Monitor	0.00	Comdisco	910CD61SL516

SCHEDULE A-1
TO EXHIBIT A

00000041	001140	1999-05-13	May-99 Compaq S700 Monitor	0.00	Comdisco	844CF03DM553
00000042		1999-04-07	Apr-99 MonitorStand for Thinkpad	0.00	Comdisco	
00000043		1999-04-07	Apr-99 Selectbase for Thinkpad	0.00	Comdisco	
00000045	001141	1999-05-13	May-99 DesktopPII450 Prosignia	2,298.64	Comdisco	6916CQFPA130
00000046	001276	1999-05-13	May-99 DesktopPII450 Prosignia	2,298.64	Comdisco	6916CAFP192
00000047	001436	1999-05-13	May-99 DesktopPII450 Prosignia	2,298.63	Comdisco	6916CQFPA306
00000048	001199	1999-05-24	May-99 KDS 15" Monitor	179.03	Comdisco	295017272
00000050	na	1999-05-25	May-99 MSBackOffice v4.5	658.83	Comdisco	
00000051	001331	1999-05-27	May-99 M780 Monitor	0.00	Comdisco	5322DEBHLQ99
00000052	001393	1999-05-27	May-99 M780 Monitor	0.00	Comdisco	5322DES0YU79
00000053	001397	1999-05-27	May-99 M780 Monitor	0.00	Comdisco	5322DE502K79
00000054	001303	1999-05-27	May-98 Workstation 210	3,137.83	Comdisco	0UYMB
00000055	001373	1999-05-27	May-98 Workstation210	3,137.83	Comdisco	OUMML
00000056	001310	1999-05-27	May-98 Workstation210	3,137.84	Comdisco	0UYMF
00000057	001224	1999-05-27	May-99 M780 Monitor	0.00	Comdisco	5322DEA6KCA9
00000058	001211	1999-05-27	May-99 M780 Monitor	0.00	Comdisco	5322DF6RLC89
00000060	001380	1999-05-27	May-99 Workstation210	3,202.96	Comdisco	0U803
00000061		1999-05-28	May-99 128MB SDRAM DIMM ALL	1,680.00	Comdisco	
00000064	na	1999-06-01	Jun-99 Adobe Photoshopv5	718.95	Comdisco	
00000067	001207	1999-06-08	Jun-99 M780 Monitor	0.00	Comdisco	5322DE3V2Y59
00000088	001009	1999-06-08	Jun-98 M780 Monitor	0.00	Comdisco	5322DE31UY59
00000069	001153	1999-06-08	Jun-98 M780 Monitor	0.00	Comdisco	5322DA578979
00000071	001114	1999-06-08	Jun-99 Celeron 433	1,423.80	Comdisco	0ZC2H
00000072	001099	1999-06-08	Jun-99 Celeron 433	1,423.80	Comdisco	0ZC2K
00000073	001327	1999-06-08	Jun-99 Celeron 433	1,423.80	Comdisco	0ZC2L
00000074		1999-06-08	Jun-99 Celeron 433	1,423.80	Comdisco	
00000075	001553	1999-07-02	Jul-99 Latitude Laptop	3,237.62	Comdisco	1GD0Z
00000076		1999-07-02	Jul-99 Latitude Laptop	3,237.63	Comdisco	1GD1F
00000077	001654	1999-06-02	Jun-99 Compaq 1850RServer +parts	12,495.60	Comdisco	D941CNH1K023
00000078	001652	1999-06-02	Jun-99 Compaq 1850RServer +parts	12,495.60	Comdisco	D941CNH1K109
00000079	001651	1999-06-02	Jun-99 Compaq 1850RServer +parts	12,495.60	Comdisco	D941CNH1K257
00000080	001655	1999-06-02	Jun-99 Compaq 1850RServer +parts	12,495.60	Comdisco	D940CNH1K392
00000087		1999-06-09	Jun-99 3COM HUB & Cable	1,202.33	Comdisco	
00000090	001013	1999-06-15	Jun-99 M780 Monitor	0.00	Comdisco	5322DASPUP89
00000091	001149	1999-06-15	Jun-99 M780 Monitor	0.00	Comdisco	5322DA56NZ79
00000092	001139	1999-06-15	Jun-99 M780 Monitor	0.00	Comdisco	5322DE31V459
00000093	001144	1999-06-15	Jun-99 M780 Monitor	0.00	Comdisco	5322DE50Z279
00000094	001348	1999-06-15	Jun-99 Celeron 433	1,417.01	Comdisco	155V2
00000097	001119	1999-06-15	Jun-99 Celeron 433	1,417.01	Comdisco	155VR
00000098	001266	1999-06-15	Jun-99 Celeron 433	1,417.02	Comdisco	155WN

SCHEDULE A-1
TO EXHIBIT A

00000101	na	1999-08-16	Jun-99 MS MSDN V6	2,635.95	Comdisco	
00000106		1999-08-16	Jun-99 MSWin NT Miscparts-JokesEX	1,330.87	Comdisco	
00000107	001166	1999-06-24	Jun-99 M780 Monitor	0.00	Comdisco	5322DE8HLJ89
00000109	001037	1999-06-24	Jun-99 M780 Monitor	0.00	Comdisco	5322DE8HLP99
00000110	001146	1999-06-24	Jun-99 M780 Monitor	0.00	Comdisco	5322DEA6KNA9
00000111	001403	1999-06-24	Jun-99 M780 Monitor	0.00	Comdisco	5322DA5PUK89
00000112		1999-06-24	Jun-99 Celeron 433	1,775.06	Comdisco	19WU9
00000113	001131	1999-06-24	Jun-99 Celeron 433	1,775.06	Comdisco	19WUV
00000114	001679	1999-06-24	Jun-99 Celeron 433	1,775.06	Comdisco	19WV0
00000115	001461	1999-08-24	Jun-99 Celeron 433	1,775.07	Comdisco	19WV7
00000116	001676	1999-06-24	Jun-99 Celeron 433	1,775.07	Comdisco	19WVM
00000117		1999-07-07	Jul-99 Latitude Laptop 400GT	2,965.92	Comdisco	1117G
00000118	001105	1999-07-07	Jul-99 Latitude Laptop 400GT	2,965.92	Comdisco	1110G
00000119	001564	1999-07-07	Jul-99 Latitude Laptop 400GT	2,965.92	Comdisco	11163
00000120	001439	1999-07-08	Jul-99 Multisync 18" Monitor	677.53	Comdisco	2E788931
00000123	001110	1999-07-15	Jul-99 Laptop Sony Vaio F160	3,042.77	Comdisco	2698861303107595
00000124		1999-07-15	Jul-99 3COM Network Card	0.00	Comdisco	
00000125		1999-07-15	Jul-99 Vaio F160 Port Replicator	0.00	Comdisco	
00000126	001675	1999-07-15	Jul-99 Laptop Sony Vaio F160	3,042.77	Comdisco	289862303208080
00000127		1999-07-15	Jul-98 3COM Network Card	0.00	Comdisco	
00000128		1999-07-15	Jul-99 Vaio F160 Port Replicator	0.00	Comdisco	
00000130		1999-07-15	Jul-99 IBM AG Adapter	97.79	Comdisco	
00000132	001230	1999-07-23	Jul-99 M780 Monitor	0.00	Comdisco	5322DA5PY789
00000133	001231	1999-07-23	Jul-99 M780 Monitor	0.00	Comdisco	5322DA5PUL89
00000135	001247	1999-07-23	Jul-99 Workstation 210	2,878.53	Comdisco	28U8H
00000136	na	1999-08-04	Aug-99 AIBO Entertainment Robot	3,220.38	Comdisco	
00000137	001209	1999-08-05	Aug-99 M780 Monitor	0.00	Comdisco	5322DA5PY89
00000138	001085	1999-08-05	Aug-99 M780 Monitor	0.00	Comdisco	5322DA3Y6N69
00000140	001123	1999-08-05	Aug-99 M780 Monitor	0.00	Comdisco	5322DF6RLB89
00000141	001350	1999-08-05	Aug-99 Dimension Pentium II	1,715.38	Comdisco	364AQ
00000143	001208	1999-08-05	Aug-99 Dimension Pentium II	1,715.39	Comdisco	364B1
00000144	001192	1999-08-05	Aug-99 Dimension Pentium II	1,715.39	Comdisco	364AW
00000145	na	1999-08-09	Aug-99 Rational Development Software	7,397.23	Comdisco	
00000147		1999-08-04	Aug-99 Laptop THINKPAD	2,966.32	Comdisco	78-Z8867
00000148	001555	1999-08-04	Aug-99 Laptop THINKPAD	2,966.32	Comdisco	
00000149		1999-07-31	Jul-98 Virtual Data Center	2,960.00	Comdisco	
00000150		1999-07-31	Jul-99 Virtual Data Center	715.00	Comdisco	
00000152	001237	1999-08-25	Aug-99 M780 Monitor	0.00	Comdisco	5322DE9PT089
00000153	001250	1999-08-25	Aug-99 M780 Monitor	0.00	Comdisco	5322DF6RKF89
00000154	001256	1999-08-25	Aug-99 M780 Monitor	0.00	Comdisco	5322DE3UQR89

SCHEDULE A-1
TO EXHIBIT A

00000155	001251	1999-08-25	Aug-99 M780 Monitor	0.00 Comdisco	532ZDE887Z99
00000156	001267	1999-08-25	Aug-99 M780 Monitor	0.00 Comdisco	532ZDF6RLU99
00000157	001305	1999-08-25	Aug-99 Workstation410	2,824.26 Comdisco	4A6SG
00000158	001301	1999-08-25	Aug-99 Workstation410	2,824.26 Comdisco	4A6SI
00000160	001313	1999-08-25	Aug-99 Workstation410	2,824.26 Comdisco	4A6SM
00000162	001386	1999-08-26	Aug-99 Laptop 400GT	4,249.94 Comdisco	4AQV6
00000163	001661	1999-08-26	Aug-99 Laptop 333GT	3,315.77 Comdisco	4A8XP
00000164	001152	1999-08-26	Aug-99 Laptop 333GT	3,315.77 Comdisco	4A8XY
00000165	001186	1999-08-26	Aug-99 Laptop 333GT	3,315.78 Comdisco	4A8YV
00000166	001563	1999-08-27	Aug-99 Laptop Sony Vaio F180	2,846.02 Comdisco	28986131-3110382
00000167		1999-08-27	Aug-99 Vaio F180 Port Replicator	269.98 Comdisco	
00000168		1999-08-27	Aug-99 SuperStack II Switch	1,492.75 Comdisco	
00000169		1999-08-27	Aug-99 3COM SuperStack HUB	546.15 Comdisco	
00000171	001274	1999-08-27	Aug-99 Apple 17"Monitor	848.22 Comdisco	CY9133SGCVS
00000172	001424	1999-08-27	Aug-99 Apple 17"Monitor	848.22 Comdisco	CY93027UGZC
00000173	001278	1999-08-27	Aug-99 Apple 17"Monitor	648.22 Comdisco	SG94750KHQJ
00000174	001279	1999-08-27	Aug-99 Apple 17"Monitor	648.22 Comdisco	CY91336FCUS
00000175	001419	1999-08-27	Aug-99 Apple 17"Monitor	648.22 Comdisco	CY91336JCVS
00000177	001417	1999-08-27	Aug-99 Apple PowerMac G3	2,980.53 Comdisco	XA9241V9GJ5
00000178	001280	1999-08-27	Aug-99 Apple PowerMac G3	2,980.53 Comdisco	XA9241WFGJ5
00000179		1999-08-27	Aug-99 Apple PowerMac G3	2,980.53 Comdisco	SG913UWWMG9B
00000180		1999-08-29	Aug-99 IBM laptop battery	280.92 Comdisco	
00000181		1999-08-29	Aug-99 IBM laptop battery	280.92 Comdisco	
00000182		1999-08-29	Aug-99 Port Replicator	500.99 Comdisco	
00000183		1999-08-29	Aug-99 Port Replicator	499.99 Comdisco	
00000184		1999-08-29	Aug-99 IBM 800 HardDrive	353.72 Comdisco	
00000185		1999-08-29	Aug-99 3COM PCMCIA Card	159.50 Comdisco	
00000186	na	1999-08-29	Aug-99 Adobe Illustrator v8	458.29 Comdisco	
00000188	001427	1999-08-29	Aug-99 MagInnovision 17"Monitor	436.28 Comdisco	MH77J5000047
00000189	001164	1999-08-29	Aug-99 MagInnovision 17"Monitor	436.28 Comdisco	MH77J5000353
00000190	001015	1999-08-29	Aug-99 MagInnovision 17"Monitor	436.28 Comdisco	MH77J5000049
00000192	001429	1999-08-29	Aug-99 MagInnovision 17"Monitor	436.28 Comdisco	MH77J000347
00000193	001168	1999-08-29	Aug-99 MagInnovision 17"Monitor	436.28 Comdisco	MH77J50000341
00000195	001045	1999-08-29	Aug-99 MagInnovision 17"Monitor	436.28 Comdisco	MH77J50000357
00000198	001016	1999-08-29	Aug-99 MagInnovision 17"Monitor	436.28 Comdisco	MH77J50000362
00000199		1999-08-29	Aug-99 3COM SuperStack HUB	934.48 Comdisco	
00000200	001249	1999-08-29	Aug-99 Compaq Deskpro EP	1,666.65 Comdisco	6931-CCL6-0769
00000201	001286	1999-08-29	Aug-99 Compaq Deskpro EP	1,666.65 Comdisco	6920-CCK4-A267
00000202	001298	1999-08-29	Aug-99 Compaq Deskpro EP	1,666.65 Comdisco	6920-CCK4-A312
00000204	001292	1999-08-29	Aug-99 Compaq Deskpro EP	1,666.65 Comdisco	6817-CCK4-A874

SCHEDULE A-1
TO EXHIBIT A

00000205	001402	1999-08-29	Aug-99 Compaq Deskpro EP	6920-CCK4A272	1,666.65	Comdisco
00000206	001216	1999-08-29	Aug-99 Compaq Deskpro EP	6940-CKT3-N019	1,666.65	Comdisco
00000207	001218	1999-08-29	Aug-99 Compaq Deskpro EP	6940-CKT3-L295	1,666.65	Comdisco
00000208	001003	1999-08-31	Aug-99 CTX 17"Monitor	0R490401549	408.14	Comdisco
00000210	001118	1999-08-31	Aug-99 CTX 17"Monitor	0R490501259	408.14	Comdisco
00000212	001148	1999-08-31	Aug-99 CTX 17"Monitor	0R490401226	408.14	Comdisco
00000213	001084	1999-08-31	Aug-99 Compaq Deskpro EP	6916-CCK4-B480	1,749.41	Comdisco
00000214	001375	1999-08-31	Aug-99 Compaq Deskpro EP	6931-CCL8-0770	1,749.41	Comdisco
00000215	001258	1999-08-31	Aug-99 Compaq Deskpro EP	6917-CCK4-A944	1,749.41	Comdisco
00000216	001529	1999-08-31	Aug-99 Compaq Deskpro EP		0.00	Comdisco
00000218		1999-08-31	Aug-99 3COM Network Card		0.00	Comdisco
00000219		1999-08-31	Aug-99 3COM Network Card		0.00	Comdisco
00000220		1999-08-31	Aug-99 3COM Network Card		0.00	Comdisco
00000221		1999-08-31	Aug-99 3COM Network Card		0.00	Comdisco
00000222		1999-08-31	Aug-99 3COM Network Card		0.00	Comdisco
00000223		1999-08-31	Aug-99 American Power Supply		697.65	Comdisco
00000225		1999-08-31	Aug-99 HP External DAT Drive		1,022.07	Comdisco
00000227	001570	1999-09-01	Sep-99 Laptop Latitude 400GT	4MSU6	3,315.80	Comdisco
00000228	001561	1999-09-01	Sep-99 Laptop Latitude 400GT	4MSTA	3,315.80	Comdisco
00000229	na	1999-08-25	Aug-99 WT Enterprise 3NT&3.5		5,082.19	Comdisco
00000230	001336	1999-09-03	Sep-99 M780 Monitor	5322DE8CW099	0.00	Comdisco
00000231	001129	1999-09-03	Sep-99 M780 Monitor	5322DE31VH59	0.00	Comdisco
00000232	001132	1999-09-03	Sep-99 M780 Monitor	5322DA5PX089	0.00	Comdisco
00000233	001154	1999-09-03	Sep-99 M780 Monitor	5322DA5PZM89	0.00	Comdisco
00000234	001391	1999-09-03	Sep-99 M780 Monitor	5322DEA6JCA9	0.00	Comdisco
00000235	001109	1999-09-03	Sep-99 M780 Monitor	5322DA578378	0.00	Comdisco
00000236	001181	1999-09-03	Sep-99 M780 Monitor	5322DEA6KJA9	0.00	Comdisco
00000239	001106	1999-09-03	Sep-99 M780 Monitor	5322DE8CPJ99	0.00	Comdisco
00000241	001043	1999-09-03	Sep-99 M780 Monitor	5322DE8NNM99	0.00	Comdisco
00000243	001333	1999-09-03	Sep-99 M780 Monitor	5322DE2K8G49	0.00	Comdisco
00000244	001200	1999-09-03	Sep-99 M780 Monitor	5322DE8NP199	0.00	Comdisco
00000245	001413	1999-09-03	Sep-99 Celeron 433	4SFU1	1,564.57	Comdisco
00000246	001286	1999-09-03	Sep-99 Celeron 433	4SFNU	1,564.57	Comdisco
00000248	001504	1999-09-03	Sep-99 Celeron 433	4SFPR	1,564.57	Comdisco
00000249	001299	1999-09-03	Sep-99 Celeron 433	4SFPW	1,564.57	Comdisco
00000251	001008	1999-09-03	Sep-99 Celeron 433	4SFRA	1,564.57	Comdisco
00000252	001236	1999-09-03	Sep-99 Celeron 433	4SFRI	1,564.57	Comdisco
00000253	001135	1999-09-03	Sep-99 Celeron 433	4SFSE	1,564.57	Comdisco
00000254	001107	1999-09-03	Sep-99 Celeron 433	4SFTU	1,564.57	Comdisco
00000255	001337	1999-09-03	Sep-99 Celeron 433	4SFU4	1,564.57	Comdisco

SCHEDULE A-1
TO EXHIBIT A

0000258	001143	1999-09-03	Sep-99 Celeron 433	1,564.57	Comdisco	4SFUX
0000259		1999-09-14	Sep-99 Compaq 8.1 GB HardDrive	801.00	Comdisco	
0000265	na	1999-09-20	Sep-99 Verisign Digital ID	1,345.00	Comdisco	
0000266	na	1999-09-27	Sep-99 Symantec ACT v4	651.49	Comdisco	
0000267	na	1999-09-27	Sep-99 Terran IntMedia v4	567.00	Comdisco	
0000268	na	1999-09-27	Sep-99 Adobe AfterEffects v4	686.00	Comdisco	
0000271	na	1999-09-30	Sep-99 Adobe Web Collection	1,251.45	Comdisco	
0000274		1999-10-01	Oct-99 Netgear DS108 HUB-LawKEX	731.22	Comdisco	DP91202674
0000275	001370	1999-10-04	Oct-99 ViewSonic 17" Monitor	417.20	Comdisco	DP91600085
0000276	001374	1999-10-04	Oct-99 ViewSonic 17" Monitor	417.20	Comdisco	DP91600083
0000277	001328	1999-10-04	Oct-99 ViewSonic 17" Monitor	417.20	Comdisco	DP91202679
0000278	001021	1999-10-04	Oct-99 ViewSonic 17" Monitor	417.20	Comdisco	DP91202680
0000280	001437	1999-10-04	Oct-99 ViewSonic 17" Monitor	417.20	Comdisco	DP91714539
0000281	001183	1999-10-04	Oct-99 ViewSonic 17" Monitor	417.20	Comdisco	6920-CCK4-A235
0000282	001195	1999-10-04	Oct-99 Compaq Deskpro EP	1,658.52	Comdisco	6920-CCK4-A314
0000283	001440	1999-10-04	Oct-99 Compaq Deskpro EP	1,659.52	Comdisco	6931-CCL6-0756
0000284	001479	1999-10-04	Oct-99 Compaq Deskpro EP	1,659.53	Comdisco	6931-CCL6-0761
0000285	001081	1999-10-04	Oct-99 Compaq Deskpro EP	1,659.53	Comdisco	6931-CCL6-0767
0000286	001222	1999-10-04	Oct-99 Compaq Deskpro EP	1,659.53	Comdisco	8TU51
0000287	001361	1999-11-15	Nov-99 Dell 433 Celeron GX 100	1,677.41	Comdisco	8TU67
0000288	001272	1999-11-15	Nov-99 Dell 433 Celeron GX100	1,677.41	Comdisco	CY9133SDCVS
0000292	001404	1999-10-05	Oct-99 Apple 17" Monitor	617.16	Comdisco	
0000293		1999-10-05	Oct-99 Seagate Barracuda Hard Drive 18.2	671.11	Comdisco	
0000294		1999-10-05	Oct-99 Seagate Barracuda Hard Drive 18.2	671.10	Comdisco	
0000296	001358	1999-11-15	Nov-99 Dell 433 Celeron GX100	1,677.41	Comdisco	8TU5M
0000298	001385	1999-11-15	Nov-99 Dell 433 Celeron GX100	1,677.41	Comdisco	8TU62
0000299	na	1999-09-14	Sep-99 PC Anywhere-Host&License	205.71	Comdisco	
0000301	001401	1999-11-15	Nov-99 Dell 433 Celeron GX100	1,577.41	Comdisco	8TU6A
0000302	na	1999-10-27	Oct-99 Various Production Software	41,164.80	Comdisco	
0000304	001104	1999-11-15	Nov-99 Dell 433 Celeron GX100	1,677.41	Comdisco	8TU5Q
0000306	001079	1999-11-15	Nov-99 Dell 433 Celeron GX100	1,677.41	Comdisco	8TU5V
0000308	001344	1999-11-15	Nov-99 Dell 433 Celeron GX100	1,677.41	Comdisco	8TU5X
0000309	001347	1999-10-08	Oct-99 M780 Monitor	0.00	Comdisco	5322DF6RKD89
0000310	001034	1999-10-08	Oct-99 M780 Monitor	0.00	Comdisco	5322DE8NNN99
0000311	001086	1999-11-15	Nov-99 Dell 433 Celeron GX100	1,577.41	Comdisco	8TU5Z
0000312	001339	1999-10-08	Oct-99 M780 Monitor	0.00	Comdisco	5322DF6RL589
0000313	001362	1999-10-08	Oct-99 M780 Monitor	0.00	Comdisco	5322DA5PU989
0000314	001024	1999-11-15	Nov-99 Dell 433 Celeron GX100	1,577.41	Comdisco	8TU69
0000315	001330	1999-11-15	Nov-99 Dell 433 Celeron GX100	1,577.41	Comdisco	8TU6C
0000316	001221	1999-11-15	Nov-99 Dell 433 Celeron GX100	1,577.41	Comdisco	8TU6L

SCHEDULE A-1
TO EXHIBIT A

00000318	1999-10-08	001038	Oct-99 M780 Monitor	0.00	Comdisco	5322DE8NPF99
00000319	1999-11-15	001227	Nov-99 Dell 433 Celeron GX100	1,677.41	Comdisco	8TU6G
00000321	1999-11-15	001588	Nov-99 Dell 433 Celeron GX100	1,677.41	Comdisco	6TU6J
00000322	1999-10-08	001355	Oct-99 M780 Monitor	0.00	Comdisco	5322DE8NPO99
00000324	1999-10-08	001389	Oct-99 M780 Monitor	0.00	Comdisco	5322DE8HN499
00000325	1999-10-08	001388	Oct-99 M780 Monitor	0.00	Comdisco	5322DF6RLO89
00000327	1999-10-08	001361	Oct-99 M780 Monitor	0.00	Comdisco	5322DF6RMI89
00000328	1999-10-08	001239	Oct-99 M780 Monitor	0.00	Comdisco	5322DE3V2F59
00000329	1999-10-08	001297	Oct-99 M780 Monitor	0.00	Comdisco	5322DE8NNU99
00000330	1999-10-08	001364	Oct-99 M780 Monitor	0.00	Comdisco	5322DE37PU59
00000333	18-Nov-99	001474	Nov-99 Dell Monitor, M780	0.00	Comdisco	MX05322D476059BNAXUA
00000334	18-Nov-99	001483	Nov-99 Dell Monitor, M781	0.00	Comdisco	5322DASXP89
00000336	18-Nov-99	001491	Nov-99 Dell Monitor, M781	0.00	Comdisco	5322DEA8KGAS
00000337	1999-10-08	001012	Oct-99 433 Celeron	1,629.67	Comdisco	6HLX5
00000338	1999-10-08	001334	Oct-99 433 Celeron	1,629.67	Comdisco	6HM1F
00000339	18-Nov-99	001503	Nov-99 Dell Monitor, M780	0.00	Comdisco	MX05322D476059BNAXU9
00000340	18-Nov-99	001506	Nov-99 Dell Monitor, M781	0.00	Comdisco	MX05322D476059BNAXUB
00000341	18-Nov-99	001511	Nov-99 Dell Monitor, M781	0.00	Comdisco	5322DE3UPH59
00000343	18-Nov-99	001533	Nov-99 Dell Monitor, M781	0.00	Comdisco	5322DE8HM499
00000345	18-Nov-99	001537	Nov-99 Dell Monitor, M781	0.00	Comdisco	5322DFAX3MA9
00000346	1999-10-08	001169	Oct-99 433 Celeron	1,629.67	Comdisco	6HLN1
00000348	18-Nov-99	001493	Nov-99 Dell Monitor, M781	0.00	Comdisco	5322DE8HME99
00000351	1999-11-18	001481	Nov-99 Dell Workstation 210	2,749.40	Comdisco	943FG
00000353	1999-10-08	001191	Oct-99 433 Celeron	1,629.67	Comdisco	6HLYP
00000354	1999-10-08	001041	Oct-99 433 Celeron	1,629.67	Comdisco	6HMHD
00000357	1999-10-08	001335	Oct-99 433 Celeron	1,629.67	Comdisco	6HLWO
00000358	1999-11-18	001360	Nov-99 Dell Workstation 210	2,749.40	Comdisco	943FB
00000360	1999-10-08	001019	Oct-99 433 Celeron	1,629.67	Comdisco	6HLYI
00000361	1999-10-08	001172	Oct-99 433 Celeron	1,629.67	Comdisco	6HMDC
00000362	1999-11-18	001486	Nov-99 Dell Workstation 210	2,749.40	Comdisco	943F9
00000364	1999-11-18	001485	Nov-99 Dell Workstation 210	2,749.40	Comdisco	943FK
00000365	1999-11-18	001485	Nov-99 Dell Workstation 210	2,749.40	Comdisco	943FE
00000369	1999-10-08	001062	Oct-99 M780 Monitor	0.00	Comdisco	5322DASXPBB9
00000370	1999-11-18	001241	Nov-99 Dell Workstation 210	2,749.39	Comdisco	943FP
00000372	1999-11-18	001488	Nov-99 Dell Workstation 210	2,749.39	Comdisco	943FD
00000377	1999-10-08	001072	Oct-99 M780 Monitor	0.00	Comdisco	5322DF6RKZ89
00000378	1999-10-08	001087	Oct-99 M780 Monitor	0.00	Comdisco	5322DE8NE099
00000379	1999-11-18	0000379	Nov-99 Compaq Ultra SCSI 10K Drive	4,344.58	Comdisco	
00000380	1999-10-08	001096	Oct-99 M780 Monitor	0.00	Comdisco	5322DE321VA59
00000381	1999-11-19	0000381	Nov-99 Compaq Processor Option Kit &	1,476.69	Comdisco	

SCHEDULE A-1
TO EXHIBIT A

00000382	001039	1999-10-08	Oct-99 M780 Monitor	0.00	Comdisco	5322DABFX989
00000383	001367	1999-10-08	Oct-99 M780 Monitor	0.00	Comdisco	5322DA576S79
00000384	001184	1999-10-08	Oct-99 M780 Monitor	0.00	Comdisco	5322DE88K99
00000385		1999-11-19	Nov-99 Seagate Barracuda Ultra II HD	1,727.11	Comdisco	
00000386	001142	1999-10-08	Oct-99 M780 Monitor	0.00	Comdisco	5322DASPX089
00000387	001151	1999-10-08	Oct-99 M780 Monitor	0.00	Comdisco	5322DE80CIN69
00000389	001098	1999-10-08	Oct-99 M780 Monitor	0.00	Comdisco	5322DE35LM69
00000390	001275	1999-11-19	Nov-99 Laptop	5,425.09	Comdisco	QT94313SEY8
00000391	001273	1999-10-08	Oct-99 M780 Monitor	0.00	Comdisco	5322DFAXZCA9
00000392	001245	1999-10-08	Oct-99 M780 Monitor	0.00	Comdisco	5322DA5PVG89
00000394		1999-10-08	Oct-99 433 Celeron	1,629.67	Comdisco	6192A
00000395	001332	1999-10-08	Oct-99 433 Celeron	1,629.67	Comdisco	6192V
00000397	001088	1999-10-08	Oct-99 433 Celeron	1,629.67	Comdisco	8194E
00000398	001366	1999-10-08	Oct-99 433 Celeron	1,629.67	Comdisco	61938
00000399	001472	23-Nov-99	Nov-99 Dell Monitor, M781	0.00	Comdisco	5322DFAX2EA9
00000400	001095	1999-10-08	Oct-99 433 Celeron	1,629.67	Comdisco	6193I
00000401	001538	23-Nov-99	Nov-99 Dell Monitor, M781	0.00	Comdisco	5322DE8SVF99
00000402	001470	23-Nov-99	Nov-99 Dell Monitor, M781	0.00	Comdisco	5322DE8SVD99
00000403	001365	1999-10-08	Oct-99 433 Celeron	1,629.67	Comdisco	6193Q
00000405	001585	1999-11-23	Nov-99 Dell Workstation 410	2,953.37	Comdisco	9AWI9
00000406	001473	1999-10-08	Oct-99 433 Celeron	1,629.67	Comdisco	61949
00000407	001438	1999-11-23	Nov-99 Dell Workstation 410	2,953.37	Comdisco	9AWIQ
00000408	001002	1999-10-08	Oct-99 433 Celeron	1,629.67	Comdisco	6194H
00000409	001507	1999-11-23	Nov-99 Dell Workstation 410	2,953.38	Comdisco	9AWIW
00000410	001056	1999-10-08	Oct-99 433 Celeron	1,629.67	Comdisco	6194L
00000411	001055	1999-10-08	Oct-99 433 Celeron	1,629.67	Comdisco	61956
00000412	001308	1999-10-08	Oct-99 433 Celeron	1,629.67	Comdisco	6195H
00000413	001234	1999-10-08	Oct-99 433 Celeron	1,629.67	Comdisco	6195T
00000414		1999-11-29	Nov-99 Compaq Memory Module	1,099.11	Comdisco	
00000415	001167	1999-10-08	Oct-99 433 Celeron	0.00	Comdisco	6195Y
00000416		1999-11-29	Nov-99 Compaq 8.1GB SCSI HD - 4 of th	2,790.62	Comdisco	
00000417		1999-11-29	Nov-99 Compaq Proliant 7500 Processo	2,394.15	Comdisco	
00000418	001187	1999-10-10	Oct-99 Laptop Latitude 400GT	3,478.51	Comdisco	8LI2A
00000419	001559	1999-10-10	Oct-99 Laptop Latitude 400GT	3,478.51	Comdisco	8L12Z
00000421		1999-10-10	Oct-99 Laptop Latitude 400GT	3,478.51	Comdisco	8L1ZE
00000422	001539	1999-10-10	Oct-99 Laptop Latitude 400GT	3,478.52	Comdisco	8L1ZI
00000423	001648	1999-11-29	Nov-99 Compaq 1850 Server	4,220.80	Comdisco	D918CNH10120
00000424		1999-10-10	Oct-99 Extramemory 128K	642.28	Comdisco	
00000425		1999-10-10	Oct-99 Extramemory 128K	642.28	Comdisco	
00000427		1999-10-10	Oct-99 Extramemory 128K	642.28	Comdisco	

SCHEDULE A-1
TO EXHIBIT A

00000428	1999-10-10	Oct-99 Extramemory 128K	642.28 Comdisco
00000431	1999-10-10	Oct-99 Extramemory 128K	642.28 Comdisco
00000432	1999-10-10	Oct-99 Extramemory 128K	642.28 Comdisco
00000433	1999-10-10	Oct-99 Extramemory 128K	642.28 Comdisco
00000436	1999-10-10	Oct-99 Extramemory 128K	642.28 Comdisco
00000437	1999-11-30	Nov-99 Database Server Proliant 1850	10,161.88 Comdisco
00000438	1999-10-10	Oct-99 Extramemory 128K	642.28 Comdisco
00000440	1999-10-10	Oct-99 Extramemory 128K	642.28 Comdisco
00000441	1999-11-30	Nov-99 Database Server Proliant 1850	14,551.10 Comdisco
00000442	1999-10-11	Oct-99 Extra Hard Drives 18GB	1,088.58 Comdisco
00000443	1999-10-11	Oct-99 Extra Hard Drives 18GB	1,088.58 Comdisco
00000444	1999-10-11	Oct-99 Extra Hard Drives 18GB	1,088.58 Comdisco
00000446	1999-10-11	Oct-99 PowerEdge 4300 2nd processor	0.00 Comdisco
00000448	1999-09-15	Sep-99 Merlin Legend	6,342.78 Comdisco
00000452	1999-08-27	Aug-98 PowerEdge 4300	12,972.78 Comdisco
00000454	1999-11-30	Nov-99 SDRAM DIMM Kit	8,535.93 Comdisco
00000455	1999-10-12	Oct-99 APC 700(BackupPowerSupply)	708.28 Comdisco
00000456	1999-10-12	Oct-99 External Yamaha SCSI CDR-W	0.00 Comdisco
00000457	1999-11-30	Nov-99 3200 Controller	2,207.98 Comdisco
00000461	1999-11-30	Nov-99 Ultra 2 10K-II HD	4,841.81 Comdisco
00000463	1999-11-30	Nov-99 Ultra 2 SCSI-3 10K-II HD	3,227.88 Comdisco
00000465	1999-11-30	Nov-99 Various spare parts	3,371.43 Comdisco
00000471	1999-11-11	Nov-99 Dell Monitor, M770	0.00 Comdisco
00000473	1999-11-11	Nov-99 Dell Monitor, M770	0.00 Comdisco
00000474	1999-10-14	Oct-99 Extramemory, Latitude	186.81 Comdisco
00000475	1999-10-14	Oct-99 Extramemory, Latitude	196.81 Comdisco
00000476	1999-11-11	Nov-99 Dell 433 Celeron GX100	1,737.09 Comdisco
00000477	1999-10-14	Oct-99 Extramemory, Latitude	196.81 Comdisco
00000478	1999-11-11	Nov-99 Dell 433 Celeron GX100	1,737.08 Comdisco
00000479	1999-10-14	Oct-99 Extramemory, Latitude	196.80 Comdisco
00000483	1999-09-23	Sep-99 MetroWorks Visual v6	1,458.24 Comdisco
00000485	1999-09-23	Sep-99 Seagate Barracuda HD 18.2GB	665.10 Comdisco
00000489	1999-09-23	Sep-99 HP 4050TN LaserJet Printer	1,956.03 Comdisco
00000492	1999-09-23	Sep-99 Adobe Web Collection	5,069.08 Comdisco
00000494	1999-10-15	Oct-99 Visio License v5	2,499.84 Comdisco
00000495	1999-10-15	Oct-99 ViewSonic 17"Monitor	410.67 Comdisco
00000497	1999-10-15	Oct-99 ViewSonic 17"Monitor	410.87 Comdisco
00000498	1999-10-15	Oct-99 ViewSonic 17"Monitor	410.87 Comdisco
00000499	1999-12-02	Dec-99 Latitude, CPV466GT	3,358.16 Comdisco
00000500	1999-10-15	Oct-99 Compaq Deskpro EP	1,435.11 Comdisco

D942CNH1K193
D948CNH1K613

4EQ4S

1780RA98P689
2742PEQ5DJJA9

8TBWJ

8TBWB

USQC023911

DP91202675
DP91202675

DP94000114

9LGAW

6936-CCL6-0480

SCHEDULE A-1
TO EXHIBIT A

00000501	001486	1999-12-02	Dec-99 Latitude, CPV466GT	3,359.15	Comdisco	9LGE0
00000502	001371	1999-10-15	Oct-99 Compaq Deskpro EP	1,435.10	Comdisco	8988-CCL6-0346
00000503		1999-12-02	Dec-99 Latitude, CPV466GT	3,359.15	Comdisco	9L GJE
00000504	001213	1999-10-15	Oct-99 Compaq Deskpro EP	1,435.10	Comdisco	6930-CCL6-1376
00000505		1999-12-02	Dec-99 Latitude, CPV466GT	3,359.15	Comdisco	9JH11
00000506		1999-12-02	Dec-99 Latitude, CPV466GT	3,359.15	Comdisco	9LH2A
00000508	001294	1999-10-15	Oct-99 M780 Monitor	0.00	Comdisco	5322DF6RMO89
00000509		1999-12-07	Dec-99 Compaq EDO DIMM	16,456.12	Comdisco	5322DF6RKY89
00000511	001155	1999-10-15	Oct-99 M780 Monitor	0.00	Comdisco	9RE5K
00000512	001462	1999-12-08	Dec-99 Latitude, CPV466GT	3,375.44	Comdisco	5322DE8HLY99
00000513	001032	1999-10-15	Oct-99 M780 Monitor	0.00	Comdisco	9RE5U
00000514	001089	1999-12-08	Dec-99 Latitude, CPV466GT	3,375.44	Comdisco	5322DE37MC69
00000515	001070	1999-10-15	Oct-99 M780 Monitor	0.00	Comdisco	9RE51
00000516	001569	1999-12-08	Dec-99 Latitude, CPV466GT	3,375.44	Comdisco	5322DF6RMO89
00000517	001281	1999-10-15	Oct-99 M780 Monitor	0.00	Comdisco	9RE6Q
00000519	001406	1999-12-08	Dec-99 Latitude, CPV466GT	3,375.43	Comdisco	795GE
00000520	001284	1999-10-15	Oct-99 Workstation410	2,814.85	Comdisco	9WUJ4
00000522	001558	1999-12-08	Dec-99 Latitude, CPV466GT	3,375.44	Comdisco	795J0
00000523	001253	1999-10-15	Oct-99 Workstation410	2,814.86	Comdisco	
00000524	001696	1999-12-09	Dec-99 Hub switch	1,825.73	Comdisco	7961U
00000526	001716	1999-12-10	Dec-99 Hub switch	1,625.73	Comdisco	
00000528	001680	1999-12-10	Dec-99 Ethernet switch	649.95	Comdisco	
00000529	001432	1999-10-15	Oct-99 Workstation410	2,814.86	Comdisco	
00000531		1999-10-15	Oct-99 VirtualDataCir & 5mbpsEthernet	6,860.00	Comdisco	
00000532		1999-12-10	Dec-99 Smart Array 221 Controller	760.00	Comdisco	
00000533		1999-12-10	Dec-99 Proliant 1600/1850R PC-100 (13)	11,867.00	Comdisco	
00000535		1999-12-10	Dec-99 9.1GB HD (17)	9,284.00	Comdisco	
00000536	001668	1999-10-21	Oct-99 Printer(Mira Loma)	1,124.48	Comdisco	USCF053140
00000537		1999-10-21	Oct-99 HardDrive, 18.2GB,LYDPowerEdge	767.64	Comdisco	
00000538		1999-12-10	Dec-99 Parts & Freight	523.41	Comdisco	
00000539		1999-12-13	Dec-99 Proliant P11500 Processor	6,139.17	Comdisco	
00000540		1999-10-21	Oct-99 HardDrive, 18.2GB,LYDPowerEdge	767.64	Comdisco	
00000542		1999-10-21	Oct-99 Virtual Data Center	2,400.00	Comdisco	
00000543		1999-10-22	Oct-99 Virtual Data Center	4,000.00	Comdisco	
00000544	001657	1999-12-13	Dec-99 Proliant 1850R	3,661.00	Comdisco	D919CNH10127
00000545		1999-09-27	Sep-99 Virtual Data Center	3,575.00	Comdisco	
00000546	001660	1999-12-13	Dec-99 Proliant 1850R	3,661.00	Comdisco	D916CNH10243
00000547	001658	1999-12-13	Dec-99 Proliant 1850R	3,661.00	Comdisco	D918CNH10119
00000548	001228	1999-09-03	Sep-99 CTX 17"Monitor	402.54	Comdisco	OR49J401557
00000549	001656	1999-12-13	Dec-99 Proliant 1850R	3,661.00	Comdisco	D926CNH1A204

**SCHEDULE A-1
TO EXHIBIT A**

00000550	001244	1999-09-03	Sep-99	CTX 17"Monitor	402.54	Comdisco	OR490401603
00000551	001265	1999-08-03	Sep-99	CTX 17"Monitor	402.54	Comdisco	OR490401686
00000552	001847	1999-12-13	Dec-99	Proliant 1850R	3,661.00	Comdisco	D918CNH10070
00000554	001115	1999-09-03	Sep-99	Laptop-SonyVaio F180	2,825.34	Comdisco	28986133-0000106
00000556	001190	1999-09-03	Sep-99	Laptop-SonyVaio F180	2,825.34	Comdisco	28986133-3130481
00000557		1999-12-14	Dec-99	Proliant 1600*1850R PC100 (7)	6,293.00	Comdisco	
00000558		1999-12-14	Dec-99	PCI ENET Adapter (5)	1,287.84	Comdisco	
00000559	001463	1999-09-03	Sep-99	Laptop-SonyVaio F180	2,825.33	Comdisco	28986230-3208080
00000560		1999-12-14	Dec-99	18.2GB HD	3,586.00	Comdisco	
00000562	001869	1998-10-26	Oct-99	Dell Computer	1,454.32	Comdisco	52LWL
00000563	001261	1999-12-15	Dec-99	Proliant 1850R	9,132.11	Comdisco	D940CNH1K876
00000564	na	1999-12-16	Dec-99	Rhythm Software License	217,000.00	Comdisco	
00000566	na	1999-12-16	Dec-99	Rhythm Software Maintenance	100,000.00	Comdisco	
00000568	001383	1999-12-20	Dec-99	Latitude, CPX4500GT	4,747.98	Comdisco	5SFUY
00000569		1999-10-28	Oct-99	Compaq SCSI-3 HD	10,703.60	Comdisco	
00000570	001001	1999-12-20	Dec-99	Monitor, DELL M770 16"	0.00	Comdisco	2742PEV4F4889
00000571		1999-10-28	Oct-99	CompaqMemory for Proliant 1850	2,183.02	Comdisco	
00000572	001338	1999-12-20	Dec-99	Monitor, DELL M770 16"	0.00	Comdisco	2742PEQYJA9
00000573	001384	1999-12-20	Dec-99	Monitor, DELL M770 16"	0.00	Comdisco	2742PEQ3HCAB
00000575	001410	1999-12-20	Dec-99	Monitor, DELL M770 16"	0.00	Comdisco	2742PEQ3HYA9
00000576		1999-10-28	Oct-99	Compaq Expansion Kit	3,875.62	Comdisco	
00000580	001293	1999-12-20	Dec-99	Monitor, DELL M770 16"	0.00	Comdisco	2742PEQYJ5A9
00000581	001223	29-Oct-99	Oct-99	Dell Monitor, M781	0.00	Comdisco	2742PEV4F48B9
00000582	001395	1999-12-20	Dec-99	Monitor, DELL M770 16"	0.00	Comdisco	1780RDVDN789
00000583	001300	1999-12-20	Dec-99	Monitor, DELL M770 16"	0.00	Comdisco	7221DDFZMN79
00000584	001023	1999-10-29	Oct-99	M770 Monitor	0.00	Comdisco	7221DDNEB299
00000585	001407	1999-12-20	Dec-99	Monitor, DELL M770 16"	0.00	Comdisco	2742PEQXRSAB
00000597	001194	29-Oct-99	Oct-99	Dell Monitor, M781	0.00	Comdisco	2742PEQYJEA9
00000588	001435	1999-12-20	Dec-99	Monitor, DELL M770 16"	0.00	Comdisco	1780RA92S6B9
00000589	001329	1999-12-20	Dec-99	Monitor, DELL M770 16"	0.00	Comdisco	2742PEQYJ3A9
00000591	001201	29-Oct-99	Oct-99	Dell Monitor, M781	0.00	Comdisco	2742PEQ3HNA9
00000595	001059	1999-10-29	Oct-99	M770 Monitor	0.00	Comdisco	2742PEQYHNA9
00000596	001357	1999-12-20	Dec-99	Monitor, DELL M770 16"	0.00	Comdisco	2742PEQYJDA9
00000597	001103	29-Oct-99	Oct-99	Dell Monitor, M781	0.00	Comdisco	2742PEQYJ1A9
00000601	001180	29-Oct-99	Oct-99	Dell Monitor, M781	0.00	Comdisco	2742PEQXQA9
00000602	001271	1999-12-20	Dec-99	Monitor, DELL M770 16"	0.00	Comdisco	2742PEQ3H4A9
00000603	001359	1999-12-20	Dec-99	Monitor, DELL M770 16"	0.00	Comdisco	2742PEQ2B2A9
00000604	001092	1999-10-29	Oct-99	M770 Monitor	0.00	Comdisco	2742PEQ3HQA9
00000605	001312	1999-12-20	Dec-99	Monitor, DELL M770 16"	0.00	Comdisco	2742PEQXRAA9
00000606	001203	29-Oct-99	Oct-99	Dell Monitor, M781	0.00	Comdisco	7221DDNEAQ99

SCHEDULE A-1
TO EXHIBIT A

00000607	001501	1999-10-29	Oct-99 M770 Monitor	0.00	Comdisco	1780RDVON6B9
00000608	001400	1999-12-20	Dec-99 Monitor, DELL M770 16"	0.00	Comdisco	2742FEQXRPAS
00000609	001508	1999-10-29	Oct-99 M770 Monitor	0.00	Comdisco	2742PER1LKA9
00000610	001062	1999-10-29	Oct-99 M770 Monitor	0.00	Comdisco	2742PEQXRRAS
00000611	001020	1999-12-20	Dec-99 Dell 433 Celeron GX100	1,771.76	Comdisco	BPU7R
00000612	001047	29-Oct-99	Oct-99 Dell Monitor, M781	0.00	Comdisco	2742PEQXREA9
00000613	001035	1999-12-20	Dec-99 Dell 433 Celeron GX100	1,771.76	Comdisco	BPUTT
00000614	001029	1999-12-20	Dec-99 Dell 433 Celeron GX100	1,771.76	Comdisco	BPU7W
00000615	001498	1999-12-20	Dec-99 Dell 433 Celeron GX100	1,771.76	Comdisco	BPU7X
00000616	001061	1999-10-29	Oct-99 433 Celeron	1,737.08	Comdisco	8CCDA
00000617	001495	1999-12-20	Dec-99 Dell 433 Celeron GX100	1,771.76	Comdisco	BPU66
00000619	001044	1999-10-29	Oct-99 433 Celeron	1,737.08	Comdisco	8CCDI
00000622	001369	1999-10-29	Oct-99 433 Celeron	1,737.08	Comdisco	8CCE7
00000623	001033	1999-12-20	Dec-99 Dell 433 Celeron GX100	1,771.76	Comdisco	BPU80
00000624	001062	1999-10-29	Oct-99 433 Celeron	1,737.08	Comdisco	8CCE8
00000625	001475	1999-12-20	Dec-99 Dell 433 Celeron GX100	1,771.76	Comdisco	BPU81
00000626	001017	1999-10-29	Oct-99 433 Celeron	1,737.08	Comdisco	8CCEJ
00000627	001025	1999-12-20	Dec-99 Dell 433 Celeron GX100	1,771.76	Comdisco	BPU83
00000628	001500	1999-10-29	Oct-99 433 Celeron	1,737.08	Comdisco	8CCEV
00000629	001100	1999-10-29	Oct-99 Dell 433 Celeron GX100	1,771.76	Comdisco	BPU85
00000630	001502	1999-12-20	Dec-99 Dell 433 Celeron GX100	1,737.08	Comdisco	8CCEX
00000632	001116	1999-10-29	Oct-99 433 Celeron	1,771.76	Comdisco	BPU7Y
00000633	001270	1999-10-29	Oct-99 433 Celeron	1,737.08	Comdisco	8CCEZ
00000634	001147	1999-12-20	Dec-99 Dell 433 Celeron GX100	1,737.08	Comdisco	8CCFE
00000635	001185	1999-10-29	Oct-99 Dell 433 Celeron GX100	1,771.76	Comdisco	BPU87
00000636	001022	1999-12-20	Dec-99 Dell 433 Celeron GX100	1,737.08	Comdisco	8CCFI
00000637	001663	1999-10-29	Oct-99 Dell 433 Celeron GX100	1,771.76	Comdisco	BPU88
00000638	001524	1999-12-20	Dec-99 Dell 433 Celeron GX100	1,737.08	Comdisco	8CCGE
00000639	001519	1999-10-29	Oct-99 433 Celeron	1,771.76	Comdisco	BPU89
00000640	001030	1999-10-29	Oct-99 433 Celeron	1,737.08	Comdisco	8CCGU
00000642	001509	1999-12-20	Dec-99 Dell 433 Celeron GX100	1,771.76	Comdisco	8CCHE
00000643	001659	1999-08-30	Jun-99 Cisco 2924XL EthernetSwitch	5,058.52	Comdisco	BPU8B
00000644	001296	1999-12-20	Dec-99 Dell 433 Celeron GX100	1,771.76	Comdisco	BPU8F
00000645	001376	1999-12-20	Dec-99 Dell 433 Celeron GX100	1,771.76	Comdisco	BPU8D
00000646	001510	1999-12-20	Dec-99 Dell 433 Celeron GX100	1,771.76	Comdisco	BPU8C
00000647	na	1999-05-30	Jun-99 Cisco SNT Svc	940.00	Comdisco	
00000648	na	1999-10-31	Oct-99 BigIP/AFault tolerant solution	1,820.78	Comdisco	
00000649	001392	1999-12-20	Dec-99 Dell 433 Celeron GX100	1,771.76	Comdisco	BPU8G
00000650	na	1999-11-10	Nov-99 Allaire JRunPro v2.3	1,995.00	Comdisco	

SCHEDULE A-1
TO EXHIBIT A

00000652	na	2000-01-04	Jan-00	Pillar Software License	22,006.00	Comdisco	
00000653	001189	1999-10-23	Oct-99	SonyPC-Reismana EX	1,952.95	Comdisco	283042303201984
00000655	001517	1999-09-24	Sep-99	M780 Monitor	0.00	Comdisco	5322DE8NMP99
00000659	001314	2000-01-06	Jan-00	Dell 6500 Workstation 410	2,908.89	Comdisco	CKT21
00000664	001316	2000-01-06	Jan-00	Dell 6500 Workstation 410	2,908.89	Comdisco	CKT28
00000670	001322	2000-01-06	Jan-00	Dell 6500 Workstation 410	2,908.89	Comdisco	CKT2S
00000671	001323	2000-01-06	Jan-00	Dell 6500 Workstation 410	2,908.89	Comdisco	CKT28
00000672	001460	28-Sep-99	Sep-99	M780 Monitor	0.00	Comdisco	5322DF6RKX89
00000676	001430	28-Sep-99	Sep-99	M780 Monitor	0.00	Comdisco	5322DF6RL689
00000678	001302	28-Sep-99	Sep-99	M780 Monitor	0.00	Comdisco	5322DE2K8N49
00000681	001031	28-Sep-99	Sep-99	M780 Monitor	0.00	Comdisco	5322OE8HMW99
00000682	001468	2000-01-06	Jan-00	Dell 17" Monitor	0.00	Comdisco	2742PEVF4GB9
00000683	001426	28-Sep-99	Sep-99	M780 Monitor	0.00	Comdisco	5322DA5PX689
00000684	001480	2000-01-06	Jan-00	Dell 17" Monitor	0.00	Comdisco	2742PEQYJZA9
00000685	001242	28-Sep-99	Sep-99	M780 Monitor	0.00	Comdisco	MX05822D4760598NAXUG
00000689	001496	2000-01-06	Jan-00	Dell 17" Monitor	0.00	Comdisco	MX01780R47801ECG1180
00000690	001497	2000-01-06	Jan-00	Dell 17" Monitor	0.00	Comdisco	2742PEVF4189
00000691	001459	28-Sep-99	Sep-99	M780 Monitor	0.00	Comdisco	5322DEA8JGA9
00000692	001372	28-Sep-99	Sep-99	M780 Monitor	0.00	Comdisco	MX05322D4760598NAXUJ
00000694	001328	28-Sep-99	Sep-99	M780 Monitor	0.00	Comdisco	5322DA576F78
00000696	001260	2000-01-06	Jan-00	Dell 17" Monitor	0.00	Comdisco	1780R47819CG1180M
00000703	001229	1999-09-28	Sep-99	433 Celeron	1,575.42	Comdisco	5YOE0
00000704	001434	2000-01-06	Jan-00	Dell 17" Monitor	0.00	Comdisco	2742PEWHIVCS
00000705	001492	1999-09-28	Sep-99	433 Celeron	1,575.42	Comdisco	5XW5U
00000709	001433	1999-09-28	Sep-99	433 Celeron	1,575.42	Comdisco	5YOCF
00000710	001499	2000-01-06	Jan-00	Dell 17" Monitor	0.00	Comdisco	2742PEQ3HKA9
00000712	001536	1999-09-28	Sep-99	433 Celeron	1,575.42	Comdisco	5XY2U
00000713	001120	1999-09-28	Sep-99	433 Celeron	1,575.42	Comdisco	5XW6U
00000714	001584	1999-09-28	Sep-99	433 Celeron	1,575.42	Comdisco	5XUZX
00000715		2000-01-07	Jan-00	Shelves for server	190.93	Comdisco	
00000716	001532	2000-01-07	Jan-00	Ethernet router	1,552.95	Comdisco	
00000717	001531	1999-09-28	Sep-99	433 Celeron	1,575.42	Comdisco	5XW63
00000719	001040	1999-09-28	Sep-99	433 Celeron	1,575.41	Comdisco	5XZJ4
00000723	001102	1999-09-28	Sep-99	433 Celeron	0.00	Comdisco	5YODI
00000724	001186	2000-01-07	Jan-00	Latitude, CPV466GT notebook	3,356.98	Comdisco	CL605
00000725	001560	2000-01-07	Jan-00	Latitude, CPV466GT notebook	3,356.98	Comdisco	CL60F
00000726	001619	1999-11-04	Nov-99	Compaq 1850R Server	6,563.36	Comdisco	D844CNH1L186
00000727	001620	1999-11-04	Nov-99	Compaq 1850R Server	6,563.36	Comdisco	D940CNH1K872
00000728		2000-01-09	Jan-00	HardDrive	655.34	Comdisco	
00000729		1999-11-04	Nov-99	HardDrive & Controllers	25,710.22	Comdisco	

SCHEDULE A-1
TO EXHIBIT A

00000730	001414	2000-01-10	Jan-00 Apple G4	2,930.59	Comdisco	XA9241YPGJ5
00000731	001633	1999-11-04	Nov-99 Compaq Proliant 3000 Server	5,238.90	Comdisco	
00000732		2000-01-10	Jan-00 HardDrive	579.00	Comdisco	
00000733	001812	1999-11-04	Nov-99 Compaq Proliant 3000 Server	13,363.91	Comdisco	D938CJWK2K163
00000734		2000-01-11	Jan-00 Module for router	752.95	Comdisco	283042313230163
00000735	001124	1999-11-04	Nov-99 Sony VAIO,LANCard &Port	2,621.50	Comdisco	
00000736		2000-01-12	Jan-00 Module for cisco router	750.00	Comdisco	6M64OUWB
00000738	001398	1999-11-05	Nov-99 Hitachi 17" Monitor	327.67	Comdisco	17132481
00000739	001622	2000-01-13	Jan-00 Development Server	7,051.68	Comdisco	6638COL60325
00000740	001137	1999-11-05	Nov-99 Compaq Deskpro	4,631.01	Comdisco	SG00427FHNZ
00000742	001578	2000-01-13	Jan-00 Apple G4	4,028.61	Comdisco	QT443DLFEXW
00000743	001465	1999-11-08	Nov-99 PowerBook & Cable	2,909.08	Comdisco	76DGYWY8
00000744	001556	2000-01-13	Jan-00 IBM Thinkpad, Adapter, Tapes	4,081.77	Comdisco	
00000745		2000-01-13	Jan-00 microtouch board	2,949.03	Comdisco	
00000746		2000-01-13	Jan-00 HardDrive	1,000.37	Comdisco	
00000747		1999-11-09	Nov-99 HardDrive for PowerEdge	3,859.36	Comdisco	
00000748		2000-01-13	Jan-00 Memory Upgrade	130.20	Comdisco	
00000749	001396	1999-11-11	Nov-99 Laptop	4,490.82	Comdisco	8RK24
00000751	001054	1999-11-11	Nov-99 M770 Monitor	0.00	Comdisco	2742PEQXRHA9
00000753	001219	1999-11-11	Nov-99 M770 Monitor	0.00	Comdisco	2742PEQXQVA9
00000756	001571	2000-01-18	Jan-00 Latitude LS H400st notebook	3,087.91	Comdisco	D26ZE
00000758	001572	2000-01-18	Jan-00 Latitude LS H400st notebook	3,087.91	Comdisco	D271A
00000760	001573	2000-01-18	Jan-00 Latitude LS H400st notebook	3,087.91	Comdisco	D28XE
00000761	001236	1999-11-11	Nov-99 M770 Monitor	0.00	Comdisco	1780RA95P689
00000762	001145	1999-11-11	Nov-99 M770 Monitor	0.00	Comdisco	2742PEQYJ4A9
00000763	001574	2000-01-18	Jan-00 Latitude LS H400st notebook	3,087.91	Comdisco	D456U
00000764	001262	1999-11-11	Nov-99 M770 Monitor	0.00	Comdisco	2742PEV14FB9
00000766	001111	1999-11-11	Nov-99 M770 Monitor	0.00	Comdisco	2742PEQYHYA9
00000767	001215	1999-11-11	Nov-99 M770 Monitor	0.00	Comdisco	1780RA968P89
00000768	001078	1999-11-11	Nov-99 M770 Monitor	0.00	Comdisco	2742PEQYJ9A9
00000769		2000-01-19	Jan-00 Rack Hardware	78.45	Comdisco	
00000770	001011	1999-11-11	Nov-99 M770 Monitor	0.00	Comdisco	2742PEQ3HAA9
00000771		2000-01-20	Jan-00 18.2GB HardDrive	919.34	Comdisco	
00000773	001264	1999-11-11	Nov-99 M770 Monitor	0.00	Comdisco	7221DDGOYS79
00000776	001594	2000-01-21	Jan-00 Server rack	182.27	Comdisco	
00000777	001010	2000-01-21	Jan-00 Latitude, CPV466GT notebook	3,195.35	Comdisco	DDU6F
00000779	001458	1999-11-11	Nov-99 433 Celeron	1,677.41	Comdisco	8RP7A
00000780	001484	1999-11-11	Nov-99 433 Celeron	1,677.41	Comdisco	8RP4F
00000782	001181	1999-11-11	Nov-99 433 Celeron	1,677.41	Comdisco	8RP53
00000783	001083	1999-11-11	Nov-99 433 Celeron	1,677.41	Comdisco	8RP8L

**SCHEDULE A-1
TO EXHIBIT A**

00000784	001061	1999-11-11	Nov-99 433 Celeron	1,677.41	Comdisco	8RP5Z
00000785	001411	1999-11-11	Nov-99 433 Celeron	1,877.41	Comdisco	8RP4R
00000787	001046	1999-11-11	Nov-99 433 Celeron	1,877.41	Comdisco	8RP7X
00000788	001527	1999-11-11	Nov-99 433 Celeron	1,877.41	Comdisco	8RP8H
00000769	001128	1999-11-11	Nov-99 433 Celeron	1,877.41	Comdisco	8RP4X
00000790	001175	1999-11-11	Nov-99 433 Celeron	1,877.41	Comdisco	8RP8U
00000791	001112	1999-11-11	Nov-99 433 Celeron	1,877.41	Comdisco	8RP81
00000792	001554	2000-01-21	Jan-00 Latitude, CPTV466GT notebook	3,195.35	Comdisco	ODSIY
00000793	001179	1999-11-11	Nov-99 433 Celeron	1,677.41	Comdisco	8RPA3
00000794	001071	1999-11-11	Nov-99 433 Celeron	1,877.42	Comdisco	8RP61
00000795		2000-01-25	Jan-00 18.2 GB HardDrive	4,630.11	Comdisco	
00000796	001416	1999-11-12	Nov-99 Apple G4	3,125.45	Comdisco	XA9241XRGJ5
00000797	001405	1999-11-12	Nov-99 Apple G4	3,125.44	Comdisco	XB9420YSHLK
00000799	na	1999-11-12	Nov-99 Platinum Erwin v3.5.2	4,311.79	Comdisco	
00000801		2000-01-26	Jan-00 Adjustable RAI	447.46	Comdisco	
00000802	001257	1999-11-15	Nov-99 M770 Monitor	0.00	Comdisco	1780RA925CB9
00000803	001080	1999-11-15	Nov-99 M770 Monitor	0.00	Comdisco	7221DDG08U79
00000805	001259	1999-11-15	Nov-99 M770 Monitor	0.00	Comdisco	2742PEVF47B9
00000809		2000-01-27	Jan-00 10/100BaseT cat 5 pat	648.44	Comdisco	
00000810	001018	1999-11-15	Nov-99 M770 Monitor	0.00	Comdisco	2742PEVF46B9
00000812	001126	1999-11-15	Nov-99 M770 Monitor	0.00	Comdisco	2742PEQXRFJAS
00000813	001673	1999-11-15	Nov-99 M770 Monitor	0.00	Comdisco	6271RC0HCR79
00000814	001126	1999-11-15	Nov-99 M770 Monitor	0.00	Comdisco	2742PEQXRFA9
00000815		2000-02-01	Feb-00 Perimeter Ladder for server ro	1,788.69	Comdisco	
00000816	001127	1999-11-15	Nov-99 M770 Monitor	0.00	Comdisco	7221DDNEAW99
00000818	001650	2000-02-01	Feb-00 BIG-HA single	11,592.12	Comdisco	
00000819	001074	1999-11-15	Nov-99 M770 Monitor	0.00	Comdisco	2742PEWH1C9
00000820	001108	1999-11-15	Nov-99 M770 Monitor	0.00	Comdisco	2742PEQ3H9AS
00000821	001544	2000-02-01	Feb-00 Proliant Server	11,616.34	Comdisco	D848CNH11441
00000822	001214	1999-11-15	Nov-99 M770 Monitor	0.00	Comdisco	2742PEQ3HGA9
00000824	001248	1999-11-15	Nov-99 M770 Monitor	0.00	Comdisco	2742PEVF3UB9
00000825		2000-02-04	Feb-00 Hardware for Plastshop Softwar	0.00	Comdisco	
00000827		1999-03-30	Mar-99 Cubicles	5,099.94	Comdisco	
00000829		1999-03-30	Mar-99 Cubicles	5,091.93	Comdisco	
00000831		1999-03-09	Mar-99 Digital Phones	1,532.48	Comdisco	
00000832		1999-05-18	May-99 Cubicles	7,647.29	Comdisco	
00000833		1999-02-28	Feb-99 Digital Phones	1,733.12	Comdisco	
00000834		1999-05-19	May-99 Chairs & Office Items	1,464.63	Comdisco	
00000836		1999-05-28	May-99 Chairs	1,627.39	Comdisco	
00000837		1999-05-10	May-99 Merlin Phones & Accessories	16,731.13	Comdisco	

SCHEDULE A-1
TO EXHIBIT A

00000838	1999-05-10	May-99 Merlin Legend 016 MLX Mod	2,187.78	Comdisc	
00000839	1999-05-18	May-99 Merlin Phones	1,387.10	Comdisc	
00000840	1999-06-11	Jun-99 408 GS/LS MLX Module	1,549.87	Comdisc	
00000841	1999-07-02	Jul-99 Keyboard Platforms	481.08	Comdisc	
00000842	1999-08-14	Jun-99 Legend MLX 5-WHT	1,387.10	Comdisc	
00000843	1999-07-30	Jul-99 Keyboard Platforms	481.08	Comdisc	
00000844	1999-08-11	Aug-99 Merlin Phones&Accessories	5,525.04	Comdisc	
00000848	1999-08-17	Aug-99 Merlin Phones	11,190.98	Comdisc	
00000849	1999-09-16	Sep-99 Chairs	19,141.64	Comdisc	
00000850	1999-08-19	Aug-99 Acculink TIESF CSU,Latch&Cable	1,636.34	Comdisc	
00000851	1999-09-24	Sep-99 Data Outlets & Panels	6,561.83	Comdisc	
00000852	1999-08-30	Aug-99 Camera	576.45	Comdisc	
00000853	1999-09-01	Sep-99 Acculink TIESF CSU,Latch&Cable	1,628.34	Comdisc	
00000854	1999-10-11	Oct-99 Refrigerator	2,167.83	Comdisc	
00000855	1999-09-15	Sep-99 Legend MLX 5-WHT	1,890.61	Comdisc	
00000856	1999-10-31	Oct-99 Renovate 1st Floor	97,516.70	Comdisc	
00000857	1999-09-21	Sep-99 Merlin Legend 016 MLX Mod	5,262.76	Comdisc	
00000858	1999-11-04	Nov-99 Castors for Refrigerator	107.84	Comdisc	
00000861	1999-11-04	Nov-99 Refrigerator	1,870.54	Comdisc	
00000863	1999-10-28	Oct-99 Blinds	1,000.00	Comdisc	
00000865	1999-11-17	Nov-99 Chairs	35,696.50	Comdisc	
00000867	1999-12-02	Dec-99 Chairs	15,706.46	Comdisc	
00000870	2000-01-04	Jan-00 Cubicle and ancillary furnishi	166,809.88	Comdisc	
00000895	1999-03-25	Mar-99 Wiring	1,500.00	Comdisc	
00000898	1999-06-02	Jun-99 Compaq 1850R Server +Parts	12,495.60	Comdisc	D941CNH1K1
00000900	1999-08-29	Aug-99 Compaq Deskpro EP	1,686.65	Comdisc	9919-CCK4-D238
00000901	1999-09-03	Sep-99 433 Celeron	1,584.57	Comdisc	45FUZ
00000902	1999-10-04	Oct-99 Compaq Deskpro EP	1,659.53	Comdisc	9920-CCK4-A269
00000903	1999-10-10	Oct-99 Laptop-Latitude400GT	3,478.51	Comdisc	6LI2K
00000906	1999-09-24	Sep-99 M760 Monitor	0.00	Comdisc	5322DEBNT99
00000907	1999-09-24	Sep-99 M780 Monitor	0.00	Comdisc	MX5322D476098VAXUD
00000908	1999-09-24	Sep-99 M780 Monitor	0.00	Comdisc	5322DA5PXD89
00000909	1999-09-24	Sep-99 M760 Monitor	0.00	Comdisc	5322DE2K8P49
00000911	1999-09-24	Sep-99 Workstation410	2,836.36	Comdisc	5UWU8
00000912	1999-09-24	Sep-99 Workstation410	2,838.37	Comdisc	5UWV1
00000913	1999-11-05	Nov-99 Compaq Deskpro	4,631.02	Comdisc	9921CCK4C837
00000914	1999-11-18	Nov-99 Workstation210	2,749.40	Comdisc	943FM
00000915	1999-12-15	Dec-99 Proflant 1850R	9,132.10	Comdisc	D948CNH1K817
00000917	2000-02-01	Feb-00 LCD Display	7,052.50	Comdisc	
00000918	1999-10-08	Oct-99 Spare Batteries - Latitude	564.10	Comdisc	

SCHEDULE A-1 TO EXHIBIT A

00000922	1999-11-29	Nov-99 Returned Hard drive	-2,786.00	Comdisco	H56EY
00000924	2000-02-15	Feb-00 Workstation 410	2,915.40	Comdisco	H56FA
00000927	2000-02-15	Feb-00 Workstation 410	2,915.40	Comdisco	H56FI
00000928	2000-02-15	Feb-00 Workstation 410	2,915.40	Comdisco	H56GE
00000930	2000-02-15	Feb-00 Workstation 410	2,915.40	Comdisco	F5Y7E
00000932	2000-02-15	Feb-00 Laptop Latitude 466GT	2,635.47	Comdisco	F5YA3
00000933	2000-02-15	Feb-00 Laptop Latitude 466GT	2,635.47	Comdisco	F5YA4
00000934	2000-02-15	Feb-00 Laptop Latitude 466GT	2,635.47	Comdisco	F5YA5
00000935	2000-02-15	Feb-00 Laptop Latitude 466GT	1,835.32	Comdisco	
00000936	2000-03-03	Mar-00 24pt Bay switch & Cascade	1,835.32	Comdisco	
00000937	2000-03-03	Mar-00 24pt Bay switch & Cascade	120,608.05	Comdisco	
00000939	2000-03-07	Mar-00 ProLiant 8500 server (2)	4,678.25	Comdisco	
00000966	2000-03-20	Mar-00 PIII 733/256K 133 Mhz Upgrade	5,679.10	Comdisco	D951CSG1K078
00000980	2000-03-06	Mar-00 ProLiant 800 PIII/500/64, Smart	2,181.27	Comdisco	7036349
00000982	2000-03-08	Mar-00 Sony Trinitron Monitor	6,386.99	Comdisco	F924E
00000986	2000-03-07	Mar-00 Sony Trinitron Monitor	3,044.01	Comdisco	
00000987	2000-03-01	Mar-00 Latitude CPTV466GT 14.1 US Cal	6,386.99	Comdisco	
00000988	2000-03-07	Mar-00 Sony Trinitron Monitor	5,285.93	Comdisco	80800341
00000989	2000-03-07	Mar-00 Mitsubishi 37" Monitor	5,285.93	Comdisco	80800343
00000991	2000-03-07	Mar-00 Mitsubishi 37" Monitor	0.00	Comdisco	
00000993	2000-03-01	Mar-00 9.1 GB HD (9)	3,054.28	Comdisco	GA80Q
00000994	2000-03-07	Mar-00 733 Pentium III	2,616.50	Comdisco	CVJB2
00000995	2000-03-01	Mar-00 Dell Optiplex GX PIII-500,128	0.00	Comdisco	8271RCCGNVB9
00000996	2000-03-07	Mar-00 Trinitron Monitor	0.00	Comdisco	SIP184407375
00000997	2000-03-01	Mar-00 CTX 17X15.7 Monitor	20435134U	Comdisco	
00000998	2000-03-07	Mar-00 Laptop	4,511.24	Comdisco	
00000999	2000-03-07	Mar-00 Installation workstation outfit	1,740.63	Comdisco	
0001001	2000-03-01	Mar-00 TECRA 8100P III-500 12GB 64 MB	4,114.67	Comdisco	S10398722U
0001002	2000-03-01	Mar-00 PIII-500 MID TWR w/256MB	1,786.36	Comdisco	25541
0001003	2000-03-01	Mar-00 PIII-500 MID TWR w/256MB	1,786.36	Comdisco	
0001005	2000-03-01	Mar-00 LaserJet 8100N 32PPM	3,178.00	Comdisco	19169
0001008	2000-03-01	Mar-00 PIII-500-MID TWR w/256MB	1,700.82	Comdisco	
0001009	2000-03-01	Mar-00 PIII-500-MID TWR w/256MB	1,700.92	Comdisco	
0001011	2000-03-01	Mar-00 LaserJet 8100N 32PPM 1200 FSTR	3,178.00	Comdisco	SUSCF051319
0001113	2000-03-10	Mar-00 ProLiant DL380	3996.01	Comdisco	D008DKNIK050

**SCHEDULE A-1
TO EXHIBIT A**

ASSET ID	TAG NUMBER	DEPT ID	CATEGORY	SERVICE DATE	DESCR	ORIGINAL COST	STATUS	PG COM#	SERIAL ID
00001077	001602	3010	COMP	2000-05-12	May-00 10100BT Bay Stack Switch	1,668.62	KEEP	1 10 264	
00001026		3030	COMP	2000-03-23	Mar-00 1GB SDRAM RDIMM 133Mhz Pro	11,404.42	KEEP	1 6 255	
00001027		3030	COMP	2000-03-24	Mar-00 1GB SDRAM RDIMM 133Mhz Pro	5,733.17	KEEP	1 7 257	
00001023		3030	COMP	2000-03-24	Mar-00 1GB SDRAM RDIMM 133Mhz Pro	11,400.00	KEEP	1 6 254	
00001025		3030	COMP	2000-03-28	Mar-00 1GB SDRAM RDIMM 133Mhz Pro	68,420.45	KEEP	1 7 259	
00001031		3030	COMP	2000-04-11	Apr-00 1GB SDRAM RDIMM 133Mhz Pro	17,101.52	KEEP	1 10 276	
00001076		3030	COMP	2000-05-01	May-00 1GB SDRAM RDIMM 133Mhz Pro	34,200.74	KEEP	1 10 280	
00001100	n/a	2520	COMP	2000-05-02	May-00 24pt Bay Switch & Cascade	1,761.91	KEEP	1 10 280	
00001098		2520	COMP	2000-05-02	May-00 24pt Bay Switch & Cascade	1,761.92	KEEP	1 10 280	
00001099		2520	COMP	2000-05-02	May-00 24pt Bay Switch & Cascade	1,761.92	KEEP	1 10 280	
00001097		2520	COMP	2000-05-01	May-00 3570GB Internal DLT Drive	5,176.88	KEEP	1 10 279	
00000972		3001	COMP	2000-03-20	Mar-00 Cabling for Exodus Web Hosting	12,654.76	KEEP	1 4 241	
00001095		2520	COMP	2000-05-02	May-00 Cisco 2610 Router	1,523.38	KEEP	1 11 285	
00001096		2520	COMP	2000-05-04	May-00 Cisco 2610 Router	1,528.94	KEEP	1 11 286	
00001042	001668	3030	COMP	2000-03-24	Mar-00 Cisco 3660 Chassis & T-1CSU	19,329.62	KEEP	1 6 263	
00000952	001714 & 7 3001	3001	COMP	2000-03-24	Mar-00 Cisco 3660 Chassis slots & Mod	4,340.00	KEEP	1 7 247	
00000951		3001	COMP	2000-03-01	Mar-00 Cisco Router for web servers	65,651.18	KEEP	1 1 221	
00001022		2560	COMP	11-Apr-00	Apr-00 Clippertship Printers & Scanner	2,247.10	KEEP	1 6 253	
00001129		3030	COMP	25-Jul-00	Jul-00 Compaq PL8500R X550-2M	41,543.20	KEEP	3 1 301	0003BX71K049
00001128		3030	COMP	25-Jul-00	Jul-00 Compaq PL8500R X550-2M	41,543.21	KEEP	3 1 301	0003BX71K065
00001065	001700	3030	COMP	2000-04-26	Apr-00 DLT Library Drive	17,507.06	KEEP	1 8 268	
00000948		3001	COMP	2000-03-01	Mar-00 Hard drives (20)	8,938.18	KEEP	1 1 219	
00001127	001788	2001	COMP	02-Jun-00	Jun-00 LaserJet 4050N "Duke"	1,666.63	KEEP	3 1 300	SUSCFD49378
00001079	001818	2001	COMP	01-Jun-00	Jun-00 Latitude	2,979.12	KEEP	1 10 283	61P19
00001131	001805	3030	COMP	28-Jun-00	Jun-00 Latitude LSH400ST	2,966.62	KEEP	3 1 302	7E2AH
00001132	002205	2001	COMP	28-Jun-00	Jun-00 Latitude LSH400ST	2,966.63	KEEP	3 1 303	7E2AK
00001068		2580	COMP	2000-05-26	May-00 Petco P-III-600 Mid Tower	1,562.58	KEEP	1 8 269	
00001069		2580	COMP	2000-05-26	May-00 Petco P-III-600 Mid Tower	1,562.58	KEEP	1 8 269	
00001019		2560	COMP	2000-02-09	Feb-00 Plestiship Shipping Manifest Co	2,318.52	KEEP	1 6 251	
00000969		3001	COMP	2000-03-20	Mar-00 PIII 733/256K 133 Mhz Upgrade	23,388.91	KEEP	1 4 242	
00001033		3030	COMP	2000-04-04	Apr-00 PIII 733/256K 133 Mhz Upgrade	9,799.35	KEEP	1 7 260	
00001087	001796	3030	COMP	2000-04-24	Apr-00 ProLiant 1600 6/500	5,317.06	KEEP	1 10 278	D951CNJ1K707
00001085	001796	3030	COMP	2000-04-24	Apr-00 ProLiant 1600 6/500	5,317.07	KEEP	1 10 278	D951CNJ1K889
00001084	001795	3030	COMP	2000-04-24	Apr-00 ProLiant 1600 6/500	5,317.07	KEEP	1 10 278	D951CNJ1K649
00001086	001797	3030	COMP	2000-04-24	Apr-00 ProLiant 1600 6/500	5,317.07	KEEP	1 10 278	D951CNJ1K870
00001047		3010	COMP	2000-01-01	Jan-00 ProLiant 1650R Rackmount	3,347.14	KEEP	1 8 264	D910CFW10780
00001117	001739	3001	COMP	2000-03-13	Mar-00 ProLiant DL380	4,014.41	KEEP	1 5 236	D008DKN1K322
00001118	001740	3001	COMP	2000-03-13	Mar-00 ProLiant DL380	4,014.41	KEEP	1 5 236	D008DKN1K304

SCHEDULE A-1
TO EXHIBIT A

00001119	001741	3001	Petco	COMP	2000-03-13	Mar-00 ProLiant DL380	4,014.41	KEEP	1 5 236	D008DKN1K328
00001120	001742	3001	Petco	COMP	2000-03-13	Mar-00 ProLiant DL380	4,014.41	KEEP	1 5 236	D008DKN1K380
00001121	001743	3001	Petco	COMP	2000-03-13	Mar-00 ProLiant DL380	4,014.41	KEEP	1 5 236	D008DKN1K337
00001122	001744	3001	Petco	COMP	2000-03-13	Mar-00 ProLiant DL380	4,014.41	KEEP	1 5 236	D008DKN1K315
00001123	001745	3001	Petco	COMP	2000-03-13	Mar-00 ProLiant DL380	4,014.41	KEEP	1 5 236	D008DKN1K371
00001124	001746	3001	Petco	COMP	2000-03-13	Mar-00 ProLiant DL380	4,014.41	KEEP	1 5 236	D008DKN1K321
00001032	001689	3030	Petco	COMP	2000-04-04	Apr-00 ProLiant DL380	3,998.82	KEEP	1 7 260	D011DKN1K154
00001056	001691	3030	Petco	COMP	2000-04-06	Apr-00 ProLiant DL380	4,018.64	KEEP	1 8 267	D012DKN1L267
00001055	001690	3030	Petco	COMP	2000-04-06	Apr-00 ProLiant DL380	4,018.65	KEEP	1 8 267	D012DKN1L424
00001108	001794	3030	Petco	COMP	2000-04-24	Apr-00 ProLiant DL380 w/133 Mhz Upgrd	6,006.83	KEEP	1 10 281	D013DKN1M634
00001101	001789	3030	Petco	COMP	2000-04-24	Apr-00 ProLiant DL380 w/133 Mhz Upgrd	6,008.86	KEEP	1 10 281	D013DKN1M465
00001102	001780	3030	Petco	COMP	2000-04-24	Apr-00 ProLiant DL380 w/133 Mhz Upgrd	6,008.86	KEEP	1 10 281	D013DKN1M839
00001103	001791	3030	Petco	COMP	2000-04-24	Apr-00 ProLiant DL380 w/133 Mhz Upgrd	6,008.86	KEEP	1 10 281	D011DKN1K269
00001104	001792	3030	Petco	COMP	2000-04-24	Apr-00 ProLiant DL380 w/133 Mhz Upgrd	6,008.86	KEEP	1 10 281	D011DKN1K255
00001105	001793	3030	Petco	COMP	2000-04-24	Apr-00 ProLiant DL380 w/133 Mhz Upgrd	6,008.86	KEEP	1 10 281	D013DKN1N005
00000957		3001	Petco	COMP	2000-03-07	Mar-00 ProLiant kit etc See Comments	23,304.41	KEEP	1 2 225	
00000954	001719	3001	Petco	COMP	2000-03-06	Mar-00 Rack monitor, HD's(24), adapter2	21,631.27	KEEP	1 2 223	
00000983	001723	3001	Petco	COMP	2000-03-08	Mar-00 Rackmount unit. See Comments	35,518.99	KEEP	1 3 228	
00000984	001726	3001	Petco	COMP	2000-03-08	Mar-00 Rackmount Unit, PCI Fibre host	35,518.99	KEEP	1 3 229	
00000955	001720	3001	Petco	COMP	2000-03-06	Mar-00 Rackmount, Hot plugs(8), HD's 16	9,503.17	KEEP	1 2 224	
00001016	001697	3030	Petco	COMP	2000-04-01	Mar-00 RealSecure	117,013.91	KEEP	1 5 250	
00000949		3001	Petco	COMP	2000-03-01	Mar-00 Ultra Hot plugs (30)	24,425.97	KEEP	1 1 220	
00000893		9022	Petco	LHI	2000-01-07	Jan-00 Phone System wiring	1,765.05	KEEP	2 3 LH17	
00000944		3001	Petco	SIP	2000-03-31	Mar-00 Consulting Fees (6 invoices)	323,112.80	KEEP	2 3 SFWS	
00001012	na	3001	Petco	SW	2000-03-01	Mar-00 2.0 Exodus Software	2,156.29	KEEP	2 1 199	
00000375	na	3001	Petco	SW	1999-11-19	Nov-99 SiteScope Mult CPU License	5,623.00	KEEP	2 1 124	
00000828	na	3001	Petco	SW	2000-02-14	Feb-00 SQL server software and mainte	15,618.56	KEEP	2 1 184	
00001040	na	3010	Petco	SW	2000-03-21	Mar-00 Tax (Type-TX)	37,427.08	KEEP	2 1 272	
00001043	na	3030	Petco	SW	2000-04-04	Apr-00 DBArisan Chg Manager	4,238.93	KEEP	2 1 273	
00000752	na	3001	Petco	SW	2000-01-18	Jan-00 Net Express Software	3,983.04	KEEP	2 1 169	
00001046	na	3030	Petco	SW	2000-04-06	Apr-00 ProblemTracker	6,165.41	KEEP	2 1 274	
00000718	na	3001	Petco	SW	2000-01-07	Jan-00 Software Development	13,894.10	KEEP	2 1 159	

SCHEDULE A-2
TO EXHIBIT A

[See Attached]

SCHEDULE A-2
TO EXHIBIT A

ASSET ID	TAG #	DEPT ID	CATEGORY	IN SERVICE IN SERVICE		DESCR	ORIGINAL COST	SCH PG
				DATE	DATE			
00000939		2501	FF	2000-02-01	Feb-00	Conference Room Furnishings	5,420.90	1 1 FF20
00000872		9022	FF	2000-01-20	Jan-00	File Cabinets	12,576.31	1 9 FF19
00000866		9022	LHI	1999-06-25	Jun-99	Architect Fee	20,000.00	2 3 LH15A
00000889		9022	LHI	1999-12-15	Dec-99	Cabling	3,376.74	2 3 LH15B
00000891		9022	LHI	1999-12-15	Dec-99	Cabling	24,804.42	4 1 LH21
00001082		2520	LHI	2000-05-04	May-00	Carpat - 351 9th St.	7,860.00	---
00000940		9022	LHI	07-Mar-00	Mar-00	Construction Costs 1200 Folsom	10,961.00	2 1 LH2
00000868		9022	LHI	1999-08-04	Aug-99	Construction costs-1200 Folsom	113,195.00	2 1 LH8
00000876		9022	LHI	1999-10-04	Oct-99	Construction costs-1200 Folsom	38,538.00	2 1 LH19
00000878		9022	LHI	2000-01-19	Jan-00	Construction costs-1200 Folsom	29,912.00	2 1 LH13
00000886		9022	LHI	1999-08-18	Aug-99	DataCables&PatchCords for Bldg	44,728.48	2 2 LH14
00000887		9022	LHI	1999-11-19	Nov-99	Downstairs ConferenceRm Wiring	5,099.21	2 1 LH10
00000882		9022	LHI	1999-10-15	Oct-99	Flooring materials & labor	18,214.00	2 1 LH5
00000873		9022	LHI	1999-08-25	Aug-99	Flooring materials and labor	29,375.00	2 1 LH6
00000874		9022	LHI	1999-09-13	Sep-99	Glass, Microphone&Door	266.44	2 3 LH18
00000894		9022	LHI	2000-01-19	Jan-00	Hardware/Install/Alab/Inoffic	7,372.55	2 1 LH11
00000883		9022	LHI	1999-10-15	Oct-99	Kitchen/breakroom flooring	1,838.00	4 1 LH3
00000869		9022	LHI	1999-08-16	Aug-99	Labor & Materials-CAT Data Jack	7,857.00	2 3 LH16
00000892		9022	LHI	1999-12-17	Dec-99	Security System	5,717.67	2 LH9
00000871		9022	LHI	1999-08-23	Aug-99	Videointercomw/1 outsidecamera	7,619.31	1 1 ME9
00001030	Mira Loma	2560	MACH	2000-03-31	Mar-00	Steel Work Benches (7)	3,300.05	1 1 ME8
00001029	NJ	2560	MACH	2000-03-31	Mar-00	Work Bench, Coveyer, Mach Stand	7,600.00	
00001029		2560	MACH	2000-03-31	Mar-00	Work Bench, Coveyer, Mach Stand	7,600.00	

Schedule A-2 to Exhibit A

EXHIBIT B

EXCLUDED ASSETS

"Excluded Assets," notwithstanding any other provision of the Agreement, shall mean the following assets of Seller which are not to be acquired by Buyer under the Agreement:

- (a) the capital stock of ICOD;
- (b) all cash, including cash on hand, bank deposit accounts, check books, cancelled checks, cash equivalents, or investments held by Seller with respect to the Business, other than amounts retained by Buyer pursuant to Section 5.1;
- (c) accounts receivable related to credit card deposits;
- (d) rights under this Agreement;
- (e) rights under any agreements other than those listed as Assumed Liabilities;
- (f) all prepaid advertising, including the National Broadcasting Company, Inc. ("NBC") advertising, except for the portion of NBC advertising subject to Assumed Liabilities;
- (g) any right, title or interest whatsoever in or to the pending trademark application Serial No. 75/837,114 for the mark MILLION PET MISSION in International Class 42, filed with the United States Patent and Trademark Office on November 1, 1999;
- (h) all claims, causes of action, choses in action, rights of recovery and rights of set-off of any kind against any person or entity arising out of or relating to the Business to the extent related to the Excluded Liabilities;
- (i) all of the furniture, fixtures, furnishings, machinery, spare parts, supplies, equipment and other tangible personal property subject to security interests by Relational Funding Corporation, except (1) as listed on Schedule A-1 to Exhibit A and (2) Seller's rights to use and possession of the assets listed on Schedule A-2 to Exhibit A under that certain First Amendment to Equipment Schedules No. 1, 2, 3 and 4 to Master Equipment Lease Agreement dated June 2, 2000 between Petopia.com, Inc., as Lessee, and Relational Funding Corporation, as Lessor;
- (j) all leasehold improvements subject to security interests or other claims by Comdisco, Inc. or Relational Funding Corporation and situated in or on the premises subject to Assumed Leases to the extent owned by seller, except (1) as listed on Schedule A-1 to Exhibit A and (2) Seller's rights to use and possession of the assets listed on Schedule A-2 to Exhibit A under that certain First Amendment to Equipment Schedules No. 1, 2, 3 and 4 to Master Equipment Lease Agreement dated June 2, 2000 between Petopia.com, Inc., as Lessee, and Relational Funding Corporation, as Lessor; and
- (k) all of the assets of ICOD, which assets do not include any assets located at 1200 Folsom Street, San Francisco, California (except for ICOD inventory and samples), 351 9th Street, San Francisco, California, the Exodus Center, and all PETCO distribution centers.

EXHIBIT C

PETOPIA.COM, INC.

MUTUAL GENERAL RELEASE

For good and valuable consideration, the receipt of which is hereby acknowledged, Petopia.com, Inc., on behalf of itself, and each of its directors, officers, employees, consultants, agents, representatives, shareholders, creditors and assigns (hereinafter collectively referred to as "Petopia"), hereby fully releases and forever discharges PETCO Animal Supplies, Inc. and PETDEV, Inc., and all of their respective parents, subsidiaries, divisions, affiliates, successors, agents, representatives, directors, officers, employees, attorneys, insurers and reinsurers (herein collectively referred to as "PETCO") from and with respect to any and all claims, demands, damages or causes of action whatsoever that Petopia, and each of them, ever had, now have or hereafter may acquire, and PETCO hereby fully releases and forever discharges Petopia from and with respect to any and all claims, demands, damages or causes of action whatsoever that PETCO, and each of them, ever had, now have or hereafter may acquire, in the case of both PETCO and Petopia, arising directly or indirectly out of, or in any way involving, or relating to, or based upon, or in connection with any of the matters referred to in that certain letter from Steven G.F. Polard to Brian Devine, Michael Woodard and PETCO Animal Supplies, Inc., dated October 24, 2000, the Alliance Agreement between PETCO Animal Supplies, Inc. and Petopia.com, Inc., dated July 12, 1999, the relationship between PETCO and Petopia, and the service on Petopia.com's board of directors of Brian Devine and Michael Woodard; provided, however, that this Mutual General Release shall not release or discharge Petopia.com, Inc. from and with respect to any and all claims, demands, damages or causes of action whatsoever that PETCO Animal Supplies, Inc. or PETDEV, Inc. hereafter may acquire, and that this Mutual General Release shall not release or discharge PETCO Animal Supplies, Inc. or PETDEV, Inc. from and with respect to any and all claims, demands, damages or causes of action whatsoever that Petopia.com, Inc. hereafter may acquire, in the case of each of PETCO Animal Supplies, Inc., PETDEV, Inc. and Petopia.com, Inc., arising directly out of, or based upon, or in connection with Petopia.com, Inc.'s, PETCO Animal Supplies, Inc.'s or PETDEV, Inc.'s obligations under that certain Asset Purchase Agreement entered into as of December 4, 2000 by and among PETCO Animal Supplies, Inc., PETDEV, Inc. and Petopia.com, Inc.

Petopia and PETCO acknowledge that they have been advised by their respective attorneys concerning, and are familiar with, the provisions of California Civil Code Section 1542, which provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO
EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE**

**RELEASE WHICH, IF KNOWN BY HIM MUST HAVE
MATERIALLY AFFECTED HIS SETTLEMENT WITH THE
DEBTOR.**

Petopia and PETCO acknowledge that each of Petopia and PETCO may have sustained damages, losses, fees, costs or expenses that are presently unknown and unsuspected, and that such damages, losses, fees, costs or expenses they may have sustained might give rise to additional damages, losses, fees, costs or expenses in the future. Nevertheless, Petopia and PETCO acknowledge that this Mutual General Release has been negotiated and agreed upon in light of such possible damages, losses, fees, costs or expenses. Petopia and PETCO expressly waive any and all rights under California Civil Code Section 1542 and under any other federal or state statute or law of similar effect.

Petopia and PETCO understand, acknowledge and agree that this Mutual General Release may be pleaded as a full and complete defense to, and used as a basis for an injunction against, any action, suit or other proceeding that may be instituted, prosecuted or attempted in breach of this Mutual General Release.

Petopia and PETCO acknowledge and agree that the negotiation, execution and performance of this Mutual General Release, shall not constitute, or be construed as, an admission of any liability whatsoever by any party to this Mutual General Release.

Petopia and PETCO represent and warrant that they enter into this Mutual General Release upon the legal advice of their respective attorneys, that their respective attorneys have explained the terms of this Mutual General Release, and that they have read, fully understand, and voluntarily accept the terms of this Mutual General Release.

Petopia and PETCO acknowledge, represent and warrant that they have not assigned, sold, transferred or otherwise disposed of any of the causes of actions, claims or other matters which are being released hereby.

The signatories to this Mutual General Release who sign, respectively, on behalf of Petopia and PETCO hereby respectively warrant that he or she has the authority to sign on behalf of said entity. This Mutual General Release may be signed in counter-parts; each counter-part to be deemed to be part of the original document.

[SIGNATURE PAGE FOLLOWS]

This Mutual General Release, in all respects, shall be interpreted, enforced and governed by and under the laws of the State of California.

Dated: _____, 2000

PETOPIA.COM, INC.

By: _____

Andrea C. Reisman
Chief Executive Officer

APPROVED AS TO FORM:

PERKINS COIE LLP

By: _____

Name: _____

Counsel for Petopia.com, Inc.

Dated: _____, 2000

PETCO ANIMAL SUPPLIES, INC.

By: _____

James M. Myers
Senior Vice President and Chief Financial Officer

Dated: _____, 2000

PETDEV, INC.

By: _____

James M. Myers
Chief Financial Officer

APPROVED AS TO FORM:

LATHAM & WATKINS

By: _____

Peter H. Benzian, Esq.
Counsel for PETCO Animal Supplies, Inc.

EXHIBIT D

GREYROCK CAPITAL

MUTUAL GENERAL RELEASE

For good and valuable consideration, the receipt of which is hereby acknowledged, Greyrock Capital, a division of Banc of America Commercial Financial Corporation, on behalf of itself, and each of its directors, officers, employees, consultants, agents, representatives, shareholders, creditors and assigns (hereinafter collectively referred to as "Greyrock"), hereby fully releases and forever discharges PETCO Animal Supplies, Inc. and PETDEV, Inc., and all of their respective parents, subsidiaries, divisions, affiliates, successors, agents, representatives, directors, officers, employees, attorneys, insurers and reinsurers (herein collectively referred to as "PETCO") from and with respect to any and all claims, demands, damages or causes of action whatsoever that Greyrock, and each of them, ever had, now have or hereafter may acquire, and PETCO hereby fully releases and forever discharges Greyrock from and with respect to any and all claims, demands, damages or causes of action whatsoever that PETCO, and each of them, ever had, now have or hereafter may acquire, in the case of each of PETCO and Greyrock, arising directly or indirectly out of, or in any way involving, or relating to, or based upon, or in connection with any of the matters referred to in that certain letter from Steven G.F. Polard to Brian Devine, Michael Woodard and PETCO Animal Supplies, Inc., dated October 24, 2000, the Alliance Agreement between PETCO Animal Supplies, Inc. and Petopia.com, Inc. ("Petopia"), dated July 12, 1999, any indebtedness owed by PETCO to Petopia or by Petopia to PETCO (except for any amounts owing by PETCO or Petopia under that certain Asset Purchase Agreement entered into as of December 4, 2000, by and among PETCO Animal Supplies, Inc., PETDEV, Inc. and Petopia.com, Inc.), the relationship between PETCO and Petopia, the service on Petopia.com's board of directors of Brian Devine and Michael Woodard, any indebtedness owed to Greyrock by Petopia, and the relationship between Greyrock and Petopia.

Greyrock and PETCO acknowledge that they have been advised by their respective attorneys concerning, and are familiar with, the provisions of California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Greyrock and PETCO acknowledge that each of Greyrock and PETCO may have sustained damages, losses, fees, costs or expenses that are presently unknown and unsuspected, and that such damages, losses, fees, costs or expenses they may have sustained might give rise to additional damages, losses, fees, costs or expenses in the future. Nevertheless, Greyrock and PETCO acknowledge that this Mutual General Release has been negotiated and agreed upon in light of such possible damages, losses, fees, costs or expenses. Greyrock and PETCO expressly waive any and all rights under California Civil Code Section 1542 and under any other federal or state statute or law of similar effect.

Greyrock and PETCO understand, acknowledge and agree that this Mutual General Release may be pleaded as a full and complete defense to, and used as a basis for an injunction against, any action, suit or other proceeding that may be instituted, prosecuted or attempted in breach of this Mutual General Release.

Greyrock and PETCO acknowledge and agree that the negotiation, execution and performance of this Mutual General Release, shall not constitute, or be construed as, an admission of any liability whatsoever by any party to this Mutual General Release.

Greyrock and PETCO represent and warrant that they enter into this Mutual General Release upon the legal advice of their respective attorneys, that their respective attorneys have explained the terms of this Mutual General Release, and that they have read, fully understand, and voluntarily accept the terms of this Mutual General Release.

Greyrock and PETCO acknowledge, represent and warrant that they have not assigned, sold, transferred or otherwise disposed of any of the causes of actions, claims or other matters which are being released hereby.

The signatories to this Mutual General Release who sign, respectively, on behalf of Greyrock and PETCO hereby respectively warrant that he or she has the authority to sign on behalf of said entity. This Mutual General Release may be signed in counter-parts; each counter-part to be deemed to be part of the original document.

[SIGNATURE PAGE FOLLOWS]

This Mutual General Release, in all respects, shall be interpreted, enforced and governed by and under the laws of the State of California.

Dated: _____, 2000

GREYROCK CAPITAL, a division of Banc of America
Commercial Financial Corporation

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

LEVY, SMALL & LALLAS

By: _____
Leo D. Plotkin, Esq.
Counsel for Greyrock Capital

Dated: _____, 2000

PETCO ANIMAL SUPPLIES, INC.

By: _____

James M. Myers
Senior Vice President and Chief Financial Officer

Dated: _____, 2000

PETDEV, INC.

By: _____

James M. Myers
Chief Financial Officer

APPROVED AS TO FORM:

LATHAM & WATKINS

By: _____

Peter H. Benzian, Esq.
Counsel for PETCO Animal Supplies, Inc.

EXHIBIT E

ASSUMED LIABILITIES

Commercial Lease, dated July, 1999, by and between TRANOD, a California general partnership, and Seller;

Industrial Building Lease, dated July 31, 2000, by and between Arizona Investors and Seller;

Alliance Agreement, dated July 12, 1999, by and between Seller and PETCO; and

Letter Agreement, dated as of November 16, 2000, by and among Seller, PETCO and NBC (referencing the Letter Agreement, dated October 16, 2000, by and between Seller and PETCO).

EXHIBIT F

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this "Agreement") is made between PETCO Animal Supplies, Inc., a Delaware corporation ("Purchaser"), and _____, an individual ("Seller"), as of December __, 2000 (the "Effective Date").

RECITALS

WHEREAS, Seller purchased shares of common stock, \$0.0001 par value per share ("Common Stock"), of Petopia.com, Inc., a Delaware corporation (the "Company"), subject to the terms and conditions of the Stock Purchase Agreement, dated on or about July 13, 1999, by and between the Company and Purchaser (the "Stock Purchase Agreement") [and the Company's 1999 Stock Plan (the "1999 Plan")]¹;

WHEREAS, Purchaser has agreed to purchase certain assets of the Company which the Company uses in the conduct of its business; and

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, shares of Common Stock of the Company (the "Shares") on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the agreements, provisions and covenants herein contained, Purchaser and Seller agree as follows:

1. Purchase of Stock.

Subject to the terms and conditions of this Agreement, Seller agrees to sell to Purchaser at the Closing (as defined below), and Purchaser agrees to purchase from Seller at the Closing, Seller's rights and interest in _____ Shares (the "Purchased Shares"), at a purchase price of \$ _____ per Share for a total purchase price of \$ _____. The term "Purchased Shares" includes all securities received in replacement of or in connection with the Purchased Shares pursuant to stock dividends or stock splits, all securities received in replacement of the Purchased Shares in a recapitalization, merger, reorganization, exchange or the like, and all new, substituted or additional securities or other properties to which Seller is entitled or becomes entitled to by reason of Seller's rights and interest in the Purchased Shares.

2. Closing.

The purchase and sale of Seller's interest in the Purchased Shares will take place at the principal office of Purchaser on the Effective Date, or at such other time and place on which Seller and Purchaser mutually agree (which time and place are referred to in this Agreement as the "Closing"). Effective at the Closing, Seller transfers and assigns to Purchaser Seller's rights and interest in the Purchased Shares against delivery to Seller by Purchaser of immediately available wired funds or a certified check in the amount of the purchase price therefor payable to Seller's

¹ Leave in the bracketed language for Agreements with Consultants, but delete for Purchasers.

order; provided, however, that the amount of such funds to be delivered to Seller by Purchaser shall be offset by \$ _____, the amount of outstanding indebtedness owed by Seller to Purchaser.

3. Transfer of Purchased Shares.

(a) Seller hereby authorizes and directs the Company to (i) transfer the Purchased Shares on its books from Seller to Purchaser, (ii) treat Purchaser as the owner of the Purchased Shares and to accord the right to vote and pay dividends to Purchaser, and (iii) take all such actions and to effectuate all such transfers and/or releases as are in accordance with the terms of this Agreement.

(b) Upon the release of the Purchased Shares from escrow by the Secretary of the Company, or the Secretary's designee (or by any successor escrow holder), Seller directs such escrow holder to deliver the Purchased Shares to Purchaser. Seller agrees that if the Purchased Shares are released directly to Seller by the Company, or otherwise come into possession of Seller, Seller shall promptly deliver to the Secretary of Purchaser, at the address indicated on the signature page hereto, the certificate or certificates representing such Shares belonging to Purchaser.

(b) To effectuate the availability for delivery of Purchaser's Shares, Seller hereby appoints the Purchaser as its attorney-in-fact to sell, assign and transfer unto Purchaser, the Purchased Shares pursuant to this Agreement and Seller shall, upon execution of this Agreement, deliver and deposit with the secretary of Purchaser, or such other person designated by Purchaser, the stock assignment duly endorsed in blank, attached hereto as Exhibit A. As a further condition to Purchaser's obligations under this Agreement, the spouse of Seller, if any, shall execute and deliver to Purchaser the Consent of Spouse attached hereto as Exhibit B.

(c) Seller shall not be liable for any act it may do or omit to do with respect to holding the Shares and while acting in good faith pursuant to the terms of this Agreement.

(d) Purchaser acknowledges that transfer or sale of the Purchased Shares is subject to restrictions on transfer imposed by applicable state and federal securities laws. Purchaser further acknowledges and agrees that the Purchased Shares are subject to restrictions on transfer set forth in [the 1999 Plan and] the Stock Purchase Agreement. By purchasing the Purchased Shares, Purchaser agrees (a) to be bound by the terms and conditions of the [1999 Plan and the] Stock Purchase Agreement, including, without limitation, the restrictions on transfer set forth therein, and (b) to execute any documents, instruments or conveyances of any kind, including, without limitation, a joinder agreement, which may be reasonably necessary or advisable to confirm Purchaser's obligations under the [1999 Plan and the] Stock Purchase Agreement.

4. Legends.

The share certificate evidencing the Shares issued hereunder shall be endorsed with the following legend (in addition to any legend required under applicable state securities laws):

THE SHARES REPRESENTED HEREBY MAY NOT BE SOLD, ASSIGNED, TRANSFERRED, ENCUMBERED OR IN ANY MANNER DISPOSED OF, EXCEPT IN COMPLIANCE WITH THE TERMS OF A WRITTEN AGREEMENT BETWEEN THE COMPANY AND THE REGISTERED HOLDER OF THE SHARES (OR THE PREDECESSOR IN INTEREST TO THE SHARES). SUCH AGREEMENT GRANTS TO THE COMPANY CERTAIN REPURCHASE RIGHTS UPON TERMINATION OF SERVICE WITH THE COMPANY. THE SECRETARY OF THE COMPANY WILL UPON WRITTEN REQUEST FURNISH A COPY OF SUCH AGREEMENT TO THE HOLDER HEREOF WITHOUT CHARGE.

THE SHARES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD, PLEDGED, OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION THEREOF UNDER SUCH ACT OR AN OPINION OF COUNSEL, SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED.

5. Securities Law Representations.

Purchaser shall, as a condition to and concurrently with its purchase of the Shares, deliver to Seller its Investment Representation Statement in the form attached hereto as Exhibit C.

6. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7. Headings.

The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. All references in this Agreement to sections, paragraphs, exhibits and schedules shall, unless otherwise provided, refer to sections and paragraphs hereof and exhibits and schedules attached hereto, all of which exhibits and schedules are incorporated herein by this reference.

8. Notices.

Unless otherwise provided, any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given upon personal delivery to the party to be notified or upon deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address indicated for such party at the address specified on the signature page, or at such other address as any party may designate by giving ten (10) days advance written notice to all other parties.

9. Amendments and Waivers.

Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the parties hereto. Any amendment or waiver effected in accordance with this Section shall be binding upon each holder of any Purchased Shares at the time outstanding and each future holder of such securities.

10. Expenses.

Purchaser shall pay any fees and expenses incurred in entering into this Agreement. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

11. Severability.

If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision(s) shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision(s) were so excluded and shall be enforceable in accordance with its terms.

12. Entire Agreement.

This Agreement, together with all exhibits and schedules hereto, constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, agreements, understandings duties or obligations between the parties with respect to the subject matter hereof.

13. Further Assurances.

From and after the date of this Agreement, upon the request of Seller or Purchaser, Seller and Purchaser shall execute and deliver such instruments, documents or other writings as may be reasonably necessary or desirable to confirm and carry out and to effectuate fully the intent and purposes of this Agreement.

14. Survival of Terms.

This Agreement shall apply to and bind Purchaser and Seller and their respective permitted assignees and transferees, heirs, legatees, executors, administrators and legal successors.

15. Governing Law; Severability.

This Agreement shall be governed by and construed in accordance with the laws of the State of California excluding that body of law pertaining to conflicts of law. Should any provision of this Agreement be determined by a court of law to be illegal or unenforceable, the other provisions shall nevertheless remain effective and shall remain enforceable.

[SIGNATURE PAGE FOLLOWS]

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

SELLER:

PURCHASER:

PETCO ANIMAL SUPPLIES, INC.

Address for Notice:

JAMES M. MYERS
Senior Vice President and
Chief Financial Officer

Address for Notice:
9125 Rehco Road
San Diego, CA 92121

EXHIBIT A**ASSIGNMENT SEPARATE FROM CERTIFICATE**

FOR VALUE RECEIVED I, _____, hereby sell, assign and transfer unto PETCO Animal Supplies, Inc. _____ (_____) shares of the Common Stock of Petopia.com, Inc. standing in my name in the books of said corporation represented by Certificate No. _____ herewith and do hereby irrevocably constitute and appoint _____ to transfer the said stock on the books of the within named corporation with full power of substitution in the premises.

Dated: _____, 2000

Seller

INSTRUCTIONS: Please do not fill in any blanks other than the signature line.

EXHIBIT B**CONSENT OF SPOUSE**

I, _____, spouse of _____ have read and approve the foregoing Agreement. In consideration for the payment made to my spouse for the Purchased Shares as set forth in the Agreement, I hereby appoint my spouse as my attorney-in-fact in respect to the exercise of any rights under the Agreement and agree to be bound by the provisions of the Agreement insofar as I may have any rights in said Agreement or any shares sold pursuant thereto under the community property laws or similar laws relating to marital property in effect in the state of our residence as of the date of the signing of the foregoing Agreement.

Dated: _____, 2000

EXHIBIT C**INVESTMENT REPRESENTATION STATEMENT**

PURCHASER: PETCO Animal Supplies, Inc.

COMPANY : PETOPIA.COM, INC.

SECURITY : COMMON STOCK

AMOUNT : _____

DATE : _____, 2000

In connection with the purchase of the above-listed Securities, the undersigned Purchaser represents to Seller the following:

1. Purchaser is aware of the Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire the Securities. Purchaser is acquiring these Securities for investment for Purchaser's own account only and not with a view to, or for resale in connection with, any "distribution" thereof within the meaning of the Securities Act of 1933, as amended (the "Securities Act").

2. Purchaser acknowledges and understands that the Securities constitute "restricted securities" under the Securities Act and have not been registered under the Securities Act in reliance upon a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of Purchaser's investment intent as expressed herein. In this connection, Purchaser understands that, in the view of the Securities and Exchange Commission, the statutory basis for such exemption may be unavailable if Purchaser's representation was predicated solely upon a present intention to hold these Securities for the minimum capital gains period specified under tax statutes, for a deferred sale, for or until an increase or decrease in the market price of the Securities, or for a period of one year or any other fixed period in the future. Purchaser further understands that the Securities must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. Purchaser further acknowledges and understands that the Company is under no obligation to register the Securities. Purchaser understands that the certificate evidencing the Securities will be imprinted with a legend which prohibits the transfer of the Securities unless they are registered or such registration is not required in the opinion of counsel satisfactory to the Company and its counsel and any other legend required under applicable state securities laws.

3. Purchaser is an "accredited investor" (as such term is defined in Rule 501(a) of Regulation D under the Securities Act).

4. Purchaser acknowledges and understands that the Securities must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. Purchaser understands that the certificates evidencing the Securities will be imprinted with legends which prohibit the transfer of the Securities unless they are registered or such registration is not required in the opinion of counsel satisfactory to Company and its counsel.

5. Purchaser (A) has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its investment in the Company; (B) has received from the Company all the information it has requested and considers necessary or appropriate for deciding whether to acquire the Securities; (C) has had an opportunity to ask questions and receive answers from the Company regarding the Company, its business, operations, market potential, capitalization, financial condition and prospects, and the terms and conditions of the purchase of the Securities; (D) has the ability to bear the economic risks of its investment in the Securities; and (E) is able, without materially impairing its financial condition, to hold the Securities for an indefinite period of time and to suffer complete loss on its investment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Purchaser has executed this Investment Representation Statement as of the date first above written.

PETCO ANIMAL SUPPLIES, INC.

By: _____
James M. Myers
Senior Vice President and
Chief Financial Officer

EXHIBIT G

SELLING STOCKHOLDERS

PETCO Consultants

Name	Address	Number of Shares
Jan Mitchell	1582 Shadow Knolls Dr., El Cajon, CA 92020	75,000
Bruce Jesse	3962 Montefrio Ct., San Diego, CA 92130	20,000
William Lechtner	3751 Overpark Rd., San Diego, CA 92130	20,000
Robert Northcutt	3012 Hickory Place, Fullerton, CA 92831	20,000
Fred Major	16097 Lofty Trail Dr., San Diego, CA 92127	20,000
Razia Richter	3336 Vista Rocosa, Escondido, CA 92029	20,000
John Morberg	3499 Paseo Ancho, Carlsbad, CA 92009	15,000
Paul Schmitt	16228 Wikiup Rd., Ramona, CA 92065	15,000
Thomas Weyer	13870 Riverhead Ct., San Diego, CA 92129	15,000
Kenneth Bendon	1434 Andorre Glen, Escondido, CA 92029	15,000
Mike Gerety	15597 Paseo Arroyo, Poway, CA 92064	15,000
Sally Stork	1349 Helix View Dr., El Cajon, CA 92020	15,000
Victor Ricci	4 English Path, Freehold, NJ 07728	9,000
William Rutledge	637 Waterbury, Aurora, IL 60504	9,000
Dennis Albert	15185 Crocker Rd., Poway, CA 92064	9,000
John Shoemake	1582 Boulder Creek Rd., Oceanside, CA 92056	9,000
Michael Jocelyn	3603 Tulare Ct., Oceanside, CA 92056	9,000
Merrill Lehrer	12698 Pacato Cir So., San Diego, CA 92128	9,000
Terry Hass	5312 Ruelle De Mer, San Diego, CA 92130	9,000
Paul Jolly	3447 Laurelvale Dr., Studio City, CA 91604	9,000
Arthur Lewis	12349 Bachimba Ct., San Diego, CA 92128	9,000
James Lutz	6117 Aberdeen Dr., Plano, TX 75093	9,000
Richard Myers	35 Sandy Hill Rd., Mansfield, MA 02048	9,000
Phillip Paradis	4915 NW Sewell Rd., Hillsboro, OR 97124	9,000
Sara Raleigh	10151 South Shadow Circle, Olathe, KS 66061	9,000
Lance Schwimmer	5430 Vinewood Lane, Plymouth, MN 55442	9,000
Robert Wilson	P.O. Box 33828, San Diego, CA 92163	4,500
Laura Colling	689-C Tyrone St., El Cajon, CA 92020	4,500
David Carr	2628 La Costa Ave., Carlsbad, CA 92009	4,500
Eric Rosenzweig	5167 69 th St., San Diego, CA 92115	4,500
Michael Brown	7693 Palmilla Dr., #2425, San Diego, CA 92122	2,100
Jeffrey Kayle	P.O. Box 500508, San Diego, CA 92150	2,100
Lauren Chiara	7857 Wingspan Drive, San Diego, CA 92119	1,500
Richard Edell	7405 Charmant Dr., San Diego, CA 92122	1,500
Jerry Frailey	1269 Conestoga Cir., Corona, CA 91719	1,500
Jennifer Gracia	7205 Canyonhill Wy., San Diego, CA 92126	1,500
Craig Parsons	8755 Wintergarden Bl., Lakeside, CA 92040	1,500
Scott Johnson	2946 30 th St., #A, San Diego, CA 92104	1,200
Julie Knox	734 Ocean Crest Rd., Cardiff by the Sea, CA 92007	1,200
Walter Rosenkranz	8433-100 Via Mallorca, La Jolla, CA 92037	1,200
J. Smith	9349 Burning Tree Wy., Santee, CA 92071	1,200

Name	Address	Number of Shares
Pamela Denholm	2069 39 th St., San Diego, CA 92105	1,200
Karen Staford	9949 Maya Linda Rd. 31, San Diego, CA 92126	900
Madelon Lawford	6804 Fashion Hills Blvd., San Diego, CA 92111	900
Troy Curnett	3828 Monroe Ave., San Diego, CA 92116	900
Kevin Drath	315 Redwood Dr., #118, San Marcos, CA 92069	900
Tami Terrell	22501 Chase, #9106, Aliso Viejo, CA 92656	900
Norman Dowling	1222 Lincoln Ave., San Diego, CA 92103	5,000
Gary Graham	10910 Hasbrook Rd., San Diego, CA 92131	5,000
Carl Spaulding	9 Saxon Ln., Shrewsbury, MA 01545	3,000
Donald Cowan	9126 Buckwheat St., San Diego, CA 92129	1,500
Suzanne Mendelson	21351 Pinebluff Dr., Trabuco Canyon, CA 92679	1,500
Therese Boll	2008 Barranca, Newport Beach, CA 92660	1,500
Andrew Ross	3244 Jamul Highlands Rd., Jamul, CA 91935	1,200
TOTAL		449,900

PETCO Purchasers

Name	Address	Number of Shares
Andrew Galef	242 Copa De Oro, Los Angeles, CA 90077	13,500
Peter Starrett	13766 Sunset Blvd., Pacific Palisades, CA 90272	13,500
Richard Lynch	1620 S. Ocean Blvd., #4-A, Pompano Beach, FL 33062	13,500
Jim McCann	15 West Dr., Plandome, NY 11030	13,500
Brian Devine	P.O. Box 1305, Rancho Santa Fe, CA 92067	300,000
Bruce Hall	P.O. Box 2563, Rancho Santa Fe, CA 92067	150,000
William Woodard	12233 Malabar Dr., Poway, CA 92064	300,000
James Myers	3174 Brookside Lane, Olivehain, CA 92024	100,000
TOTAL		904,000

EXHIBIT H**BILL OF SALE**

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, PETOPIA.COM, INC., a Delaware corporation ("Seller"), does hereby grant, bargain, transfer, sell, assign, convey and deliver to PETDEV, INC., a California corporation ("Buyer"), all right, title and interest in and to the Assets as such term is defined in the Asset Purchase Agreement, dated as of December 1, 2000 (the "Agreement"), by and among PETCO Animal Supplies, Inc., a Delaware corporation and parent of Buyer, Buyer and Seller. Buyer hereby acknowledges that Seller is making no representation or warranty with respect to the assets being conveyed hereby except as specifically set forth in the Agreement.

Seller for itself, its successors and assigns hereby covenants and agrees that, at any time and from time to time forthwith upon the written request of Buyer, Seller will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, each and all of such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may reasonably be required by Buyer in order to assign, transfer, set over, convey, assure and confirm unto and vest in Buyer, its successors and assigns, title to the assets sold, conveyed, transferred and delivered by this Bill of Sale.

[SIGNATURE PAGE FOLLOWS]

This Bill of Sale is being executed and delivered by Seller pursuant to the terms of the Agreement.
Executed this ____th day of _____ 2000.

PETOPIA.COM, INC.

By:

Andrea C. Reisman
Chief Executive Officer

EXHIBIT I

ASSIGNMENT AND ASSUMPTION OF LEASE
WITH CONSENT OF LANDLORD

THIS AGREEMENT is made and entered into as of December __, 2000, by and among PETOPIA COM, INC. ("Assignor"), PETDEV, INC., a California corporation ("Assignee"), and _____ ("Landlord").

WHEREAS, Landlord entered into a Lease with Assignor, dated _____ (the "Lease"), a copy of which is attached hereto as Exhibit "A," which said Lease covers property located in the City of _____, County of _____, State of _____; and

WHEREAS, Assignor desires to assign to Assignee all of its right, title and interest in and to the Lease, and the Premises leased hereby, and Assignee is willing to receive from Assignor such assignment and to assume each and all of the obligations of the tenant under the Lease to be performed and Landlord desires to consent to such assignment and the other transactions contemplated herein.

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

1. Assignment and Assumption: Effective Date. Assignor hereby assigns and transfers to Assignee all of its right, title and interest in and to the Lease, including all of Assignor's rights and options of renewal, extension, expansion or purchase effective _____ ("Effective Date").

Assignee hereby assumes, effective as of the Effective Date, all obligations of Assignor under the Lease to be performed under the Lease from and after the Effective Date and, from and after the Effective Date, agrees to be bound by and perform all of the covenants, duties and obligations to be performed by the "lessee" or "tenant" under the Lease from and after the Effective Date, including payment of rent.

2. Hold Harmless. Assignor hereby agrees promptly to indemnify and hold harmless Assignee from any cost, expense or liability resulting from any default by Assignor under the Lease prior to the Effective Date. Conversely, Assignee hereby agrees promptly to indemnify and hold harmless Assignor from any cost, expense or liability resulting from any default by Assignee under the Lease on or after the Effective Date.

3. Release of Liability. On the Effective Date of this Agreement, Assignor and all guarantors under the Lease shall be fully and unconditionally released and discharged from their respective obligations arising from or connected with the provisions of the Lease. Landlord and its executors, administrators, successors-in-interest, partners, principals, officers, directors, assigns, employees, agents, officers, directors, attorneys, personal representatives and predecessors-in-interest and its partner's officers and directors shall be fully and unconditionally released and discharged from its obligations to Assignor in connection with the Lease. This Agreement shall fully and finally settle all demands, charges, claims, accounts or causes of action of any kind or nature, including, without limitation, both known and unknown claims and causes of action that arose out of or in connection with the Lease, and it constitutes a mutual release with respect to the Lease.

The foregoing release shall not affect, however, Landlord's rights and obligations and Assignee's rights and obligations in connection with the Lease.

4. Miscellaneous.

a. Attorney's Fees. If any party commences an action against any of the parties arising out of or in connection with this Agreement, the prevailing party or parties shall be entitled to recover from the losing party or parties reasonable attorney's fees and all costs of suit if and only if the action is filed or prosecuted to judgment.

b. Notice. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to another party or any other person pursuant to the Lease or this Agreement shall be in writing and either serviced personally or sent by registered or certified mail. Any notice, demand, request, consent, approval or communication that any party desires or is required to give to another party shall be addressed to such other party or parties at the addresses set forth below:

"Landlord"

"Assignor"

Petopia.com, Inc.
1200 Folsom Street
San Francisco, California 94103
Attention: David A. Frazee

"Assignee"

PETDEV, Inc.
9125 Rehco Road
San Diego, California 92121
Attention: James M. Myers

Any party may change its address by notifying the other parties of the change of address. Notice shall be deemed communicated within forty-eight (48) hours from the time of mailing if mailed as provided in this Section 4(b).

c. Successors. This assignment shall bind and inure to the benefit of the parties and their successors and assigns.

d. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

e. Each of the parties hereto agrees, prior to and after the Effective Date (i) to use all reasonable 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, (ii) to execute any documents, instruments or conveyances of any kind which may be reasonably necessary or advisable to carry out any of the transactions contemplated hereunder and (iii) to cooperate with each of the parties in connection with the foregoing.

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

“ASSIGNOR”

“ASSIGNEE”

PETOPIA.COM, INC.

PETDEV, INC.

By: _____
Andrea C. Reisman
Chief Executive Officer

By: _____
James M. Myers
Chief Financial Officer

CONSENT TO ASSIGNMENT AND ASSUMPTION OF LEASE

_____ hereby consents to the foregoing assignment to _____ of all rights and obligations of _____ under the Lease, as hereby amended and agrees to look solely to _____ for proper performance of said Lease.

By: _____
Name: _____
Title: _____

Dated: _____, 2000

EXHIBIT J

ASSIGNMENT OF PROPRIETARY RIGHTS

This Assignment of Proprietary Rights (the "Assignment") is made as of December __, 2000 by and between PETOPIA.COM, INC., a Delaware corporation ("Seller"), and PETDEV, INC., a California corporation ("Buyer").

RECITALS:

A. PETCO Animal Supplies, Inc., a Delaware corporation and parent of Buyer, Buyer and Seller have entered into an Asset Purchase Agreement, dated as of December __, 2000 (the "Agreement"), which by this reference is incorporated herein, pursuant to which Seller shall assign, transfer and deliver to Buyer, and Buyer shall purchase from Seller, the entire right, title and interest in and to all of the Assets (as such term is defined in the Agreement). All capitalized terms used herein without definition shall have the meanings set forth in the Agreement.

B. Pursuant to the Agreement, Seller has agreed to sell, assign, transfer and set over unto Buyer, as of the Closing Date, all of Seller's right, title and interest in and to any and all proprietary rights relating to Seller's business, including, without limitation: all of Seller's federal, state and foreign registrations of trademarks and of other marks, trade names or other trade rights, and all pending applications for any such registrations, all of Seller's patents and copyrights and all pending applications therefor, in which Seller has any interest whatsoever, whether or not registered, all common law rights and any domain name registrations that are used by or on behalf of Seller in connection with Seller's business, together with the goodwill symbolized by said proprietary rights, including, without limitation, those listed on Schedule A attached hereto; provided, however, Seller shall not sell, assign, transfer or set over unto Buyer any of Seller's right, title or interest in or to the pending trademark application Serial No. 75/837,114 for the mark MILLION PET MISSION in International Class 42, filed with the United States Patent and Trademark Office on November 1, 1999 (collectively, the "Proprietary Rights").

AGREEMENT

In consideration of and in reliance on this Assignment, Buyer agrees to pay Seller the Purchase Price in accordance with the terms of the Agreement.

In consideration therefore, Seller does hereby sell, assign, transfer and set over unto Buyer, to the extent transferable, as of the Closing Date of the Agreement, all of its right, title and interest in and to the Proprietary Rights, together with all of Seller's rights to use all of the foregoing in connection with the Proprietary Rights.

Seller hereby covenants that Seller has full right to convey the entire interest herein assigned and that Seller has not executed and will not execute any agreement in conflict herewith.

Seller further agrees that it will communicate to Buyer any facts known to Seller respecting the Proprietary Rights, and testify in any legal proceeding, sign all lawful papers, make all rightful oaths and declarations, and generally do everything reasonably possible to aid Buyer to perfect title to, and obtain and enforce in all countries the properties and rights which comprise the Proprietary Rights.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

PETDEV, INC.

PETOPIA.COM, INC.

By:

James M. Myers
Chief Financial Officer

By:

Andrea C. Reisman
Chief Executive Officer

SCHEDULE A

PART I - Domain Names:***Domain Name Registrations in the Name of
PETOPIA.COM, INC.****Last update: November 9, 2000*

<i>Domain Name</i>	<i>Registrant Date Registered</i>	<i>Contact Information</i>	<i>Remarks</i>
animaltopia.com	Petopia.com April 15, 1999 Expires: 4/15/01	Petopia.com 1200 Folsom Street San Francisco, CA 94103	Administrative Contact: Andrea Reisman
animaltopia.net	Petopia.com April 15, 1999 Expires: 4/15/01	Petopia.com 1200 Folsom Street San Francisco, CA 94103	Administrative Contact: Andrea Reisman
birdtopia.com	Petopia.com April 15, 1999 Expires: 4/15/01	Petopia.com 1200 Folsom Street San Francisco, CA 94103	Administrative Contact: Andrea Reisman
birdtopia.net	Petopia.com April 16, 1999 Expires: 4/16/01	Petopia.com 1200 Folsom Street San Francisco, CA 94103	Administrative Contact: Andrea Reisman
cattopia.com	Petopia.com May 26, 1999 Expires: 5/26/01	Petopia.com 357 Tehama Street San Francisco, CA 94103	Note different address for Registrant. Administrative Contact: James Lanthier
cattopia.net	Petopia.com May 26, 1999 Expires: 5/26/01	Petopia.com 357 Tehama Street San Francisco, CA 94103	Note different address for Registrant. Administrative Contact: James Lanthier
dogtopia.com	Petopia.com April 16, 1999 Expires: 4/16/01	Petopia.com 1200 Folsom Street San Francisco, CA 94103	Administrative Contact: Andrea Reisman
dogtopia.net	Petopia.com April 15, 1999 Expires: 4/15/01	Petopia.com 1200 Folsom Street San Francisco, CA 94103	Administrative Contact: Andrea Reisman
fishtopia.com	Petopia.com April 16, 1999 Expires: 4/16/01	Petopia.com 1200 Folsom Street San Francisco, CA 94103	Administrative Contact: Andrea Reisman

<i>Domain Name</i>	<i>Registrar/ Date Registered</i>	<i>Contact Information</i>	<i>Remarks</i>
fishtopia.net	Petopia.com April 16, 1999 Expires: 4/16/01	Petopia.com 357 Tehama Street, 3 rd Floor San Francisco, CA 94103	Note different address for Registrant. Administrative Contact: Andrea Reisman
gardentopia.com	Catalogue Creatives, Inc. August 21, 1997 Expires: 8/22/01	Catalogue Creatives, Inc. 5773 SE International Way Portland, OR 97222	This domain name does not appear to be held by Petopia.com.
gardentopia.net	Petopia.com April 16, 1999 Expires: 4/16/01	Petopia.com 357 Tehama Street, 3 rd Floor San Francisco, CA 94103	Note different address for Registrant. Administrative Contact: Andrea Reisman
horsetopia.com	Petopia.com April 17, 1999 Expires: 4/17/01	Petopia.com 1200 Folsom Street San Francisco, CA 94103	Administrative Contact: Andrea Reisman
horsetopia.net	Petopia.com April 16, 1999 Expires: 4/16/01	Petopia.com 1200 Folsom Street San Francisco, CA 94103	Administrative Contact: Andrea Reisman
mypetopia.com	Petopia.com April 16, 1999 Expires: 4/16/01	Petopia.com 1200 Folsom Street San Francisco, CA 94103	Administrative Contact: Andrea Reisman
mypetopia.net	Petopia.com April 15, 1999 Expires: 4/15/01	Petopia.com 1200 Folsom Street San Francisco, CA 94103	Administrative Contact: Andrea Reisman
petopai.com	Petopia.com April 16, 1999 Expires: 4/16/01	Petopia.com 1200 Folsom Street San Francisco, CA 94103	Administrative Contact: Andrea Reisman
petopai.net	Petopia.com April 16, 1999 Expires: 4/16/01	Petopia.com 1200 Folsom Street San Francisco, CA 94103	Administrative Contact: Andrea Reisman
petopea.com	Petopia.com April 15, 1999 Expires: 4/15/01	Petopia.com 1200 Folsom Street San Francisco, CA 94103	Administrative Contact: Andrea Reisman
petopea.net	Petopia.com April 15, 1999 Expires: 4/15/01	Petopia.com 1200 Folsom Street San Francisco, CA 94103	Administrative Contact: Andrea Reisman

<i>Domain Name</i>	<i>Registrar Date Registered</i>	<i>Contact Information</i>	<i>Remarks</i>
petopia.com	Petopia.com December 19, 1997 Expires: 12/20/00	Petopia.com 1200 Folsom Street San Francisco, CA 94103	This domain name is up for renewal on December 20, 2000. Administrative Contact: Jeremy King
petopia.net	Petopia.com April 16, 1999 Expires: 4/16/01	Petopia.com 357 Tehama Street, 3 rd Floor San Francisco, CA 94103	Note different address for Registrant. Administrative Contact: Andrea Reisman
petopiasucks.com	Petopia.com April 19, 1999 Expires: 4/19/01	Petopia.com 1200 Folsom Street San Francisco, CA 94103	Administrative Contact: Andrea Reisman
petopiasucks.net	Petopia.com April 19, 1999 Expires: 4/19/01	Petopia.com 1200 Folsom Street San Francisco, CA 94103	Administrative Contact: Andrea Reisman
pettopea.com	Petopia.com April 16, 1999 Expires: 4/16/01	Petopia.com 1200 Folsom Street San Francisco, CA 94103	Administrative Contact: Andrea Reisman
pettopea.net	Petopia.com April 16, 1999 Expires: 4/16/01	Petopia.com 1200 Folsom Street San Francisco, CA 94103	Administrative Contact: Andrea Reisman
pettopia.com	Petopia.com April 16, 1999 Expires: 4/16/01	Petopia.com 1200 Folsom Street San Francisco, CA 94103	Administrative Contact: Andrea Reisman
pettopia.net	Petopia.com April 15, 1999 Expires: 4/15/01	Petopia.com 357 Tehama Street, 3 rd Floor San Francisco, CA 94103	Note different address for Registrant. Administrative Contact: Andrea Reisman
petupia.com	Petopia.com April 15, 1999 Expires: 4/15/01	Petopia.com 1200 Folsom Street San Francisco, CA 94103	Administrative Contact: Andrea Reisman
petupia.net	Petopia.com April 16, 1999 Expires: 4/16/01	Petopia.com 1200 Folsom Street San Francisco, CA 94103	Administrative Contact: Andrea Reisman
pretopia.com	Petopia.com May 26, 1999 Expires: 5/26/01	Petopia.com 357 Tehama Street, 3 rd Floor San Francisco, CA 94103	Note different address for Registrant. Administrative Contact: James Lanthier

<i>Domain Name</i>	<i>Registrant/ Date Registered</i>	<i>Contact Information</i>	<i>Remarks</i>
pretopia.net	Petopia.com May 26, 1999 Expires: 5/26/01	Petopia.com 357 Tehama Street, 3 rd Floor San Francisco, CA 94103	Note different address for Registrant. Administrative Contact: James Lanthier

**Other "Petopia" Domain Name Registrations
Owned by Petopia.com, Inc.**



<i>Domain Name</i>	<i>Registrant/ Date Registered</i>	<i>Contact Information</i>	<i>Remarks</i>
buy-petopia.com	Petopia.com January 16, 2000 Expires: 1/16/02	Petopia.com 1200 Folsom Street San Francisco, CA 94103	Administrative Contact: Director, IT - Tegel, Inc.
cats-petopia.com	Petopia.com March 20, 2000 Expires: 3/20/02	Petopia.com 1200 Folsom Street San Francisco, CA 94103	Administrative Contact: Director, IT - Tegel, Inc.
discover-petopia.com	Petopia.com March 1, 2000 Expires: 3/1/02	Petopia.com 1200 Folsom Street San Francisco, CA 94103	Administrative Contact: Melissa Waters
dogs-petopia.com	Petopia.com March 20, 2000 Expires: 3/20/02	Petopia.com 1200 Folsom Street San Francisco, CA 94103	Administrative Contact: Director, IT - Tegel, Inc.
petopiapost.com	Petopia.com October 18, 1999 Expires: 10/18/01	Petopia.com 1200 Folsom Street San Francisco, CA 94103	Administrative Contact: Jonathan Moskow
petopiapost.net	Petopia.com October 18, 1999 Expires: 10/18/01	Petopia.com 1200 Folsom Street San Francisco, CA 94103	Administrative Contact: Jonathan Moskow
petopiapost.org	Petopia.com October 18, 1999 Expires: 10/18/01	Petopia.com 1200 Folsom Street San Francisco, CA 94103	Administrative Contact: Jonathan Moskow
search-petopia.com	Petopia.com March 1, 2000 Expires: 3/1/02	Petopia.com 1200 Folsom Street San Francisco, CA 94103	Administrative Contact: Melissa Waters
shop-petopia.com	Petopia.com January 16, 2000 Expires: 1/16/02	Petopia.com 1200 Folsom Street San Francisco, CA 94103	Administrative Contact: Director, IT - Tegel, Inc.

**Foreign Domain Name Registrations
Owned by Petopia.com, Inc.**

<i>Domain Name</i>	<i>Registrant/ Date Registered</i>	<i>Contact Information</i>	<i>Remarks</i>
petopia.ar			Argentina – No additional information available
petopia.at	Petopia.com, Inc.	Petopia.com 1200 Folsom Street San Francisco, CA 94103	Austria Contact: James Lanthier
petopia.ca			Canada – No additional information available
petopia.ch	Petopia.com November 1, 1999	Petopia.com 1200 Folsom Street San Francisco, CA 94103	Switzerland Holder of the domain name: James Lanthier
petopia.dk	Petopia.com October 29, 1999 (?)	Petopia.com 1200 Folsom Street San Francisco, CA 94103	Denmark Administrative Contact: James Lanthier
petopia.mx			Mexico – No additional information available
petopia.nz			New Zealand – No further information available
petopia.pr			Puerto Rico – No further information available
petopia.co.uk	Petopia.com July 16, 1999		United Kingdom Contact: James Robert Millership

PART II - Trademarks:

**Petopia.com, Inc.'s
U.S. Federal Trademarks**

	Mark	Serial No. Registration No.	Filing Date Use Date	Status/Class/Goods and Services
1	BRINGING GREAT PETS TO GREAT HOMES	75/837,413 2,391,646	11/1/99 10/3/00	Registered - October 3, 2000 42/Providing information regarding pet adoption, pet care, and pet health services; providing website on a global computer network featuring on-line links to information re pet adoption, pet care, and pet health services
2	DESIGN Only (Dog's Head) 	75/837,414	11/1/99	Notice of Allowance issued - October 10, 2000 35/On-line retail store services in the field of pet supplies
3	LET THERE BE PETS	75/739,387	7/6/99	Lapsed/Per client instructions Notice of Allowance issued April 25, 2000 35/On-line retail store services in the field of pet supplies
4	PERPETUAL PETOPIA	76/024,594	4/12/00	Pending/Intent-to-Use 35/Computerized processing of subscription orders for others in the field of pet food and pet supplies via a global computer network; online subscription-based retail services featuring pet food and pet supplies
5	PETOPIA.COM	75/746,855	7/9/99	Suspension letter - mailed 35/On-line retail store services in the field of pet supplies
6		75/836,383	10/29/99	Suspension letter - mailed 42/On-line retail store services in the field of pet supplies

7	PETOPIA	75/698,521	5/5/99	Suspension letter – mailed 35/On-line retail store services in the field of pet supplies
8	PETOPIA	75/413,813 2,327,212	1/5/98 3/7/00	Registered – March 7, 2000 35/Retail store services featuring pet supplies
9	PETOPIA	75/837,300	11/1/99	Suspension letter – mailed 35/Providing a website on global computer networks featuring information in the field of businesses that provide services for pets, and information in the field of pet-related products and supplies; etc.
10	PETOPIA	75/837,518	11/1/99	Non-final action mailed – March 8, 2000 38/Providing online chat rooms on the topic of pets; providing access to an online computer bulletin board dealing with pet information; providing online chat rooms and online electronic bulletin boards for transmission of messages among computer users concerning pet care
11	PETOPIA	75/837,514	11/1/99	Suspension letter – mailed 39/Providing a website on the Internet featuring travel information, namely, information for traveling with pets; etc.
12	PETOPIA	75/837,543	11/1/99	Suspension letter – mailed 41/Providing a website on the Internet featuring information in the field of pet exhibitions, pet training, pet sporting events; entertainment services, namely, providing an online website of information comprising educational materials, entertainment tips, facts, trivia and humor relating to pets
13	PETOPIA	75/836,385	10/29/99	Suspension letter – mailed 42/Providing a website on the Internet featuring information in the field of pet breeding, pet grooming, pet care, pet health, pet selection, pet naming, pet stories and pet news

14	PETOPIA	75/837,542	11/1/99	<p>Suspension letter – mailed</p> <p>1/Water test kits; 3/Non-medicated grooming products for pets; 5/Medicated grooming products for pets; 6/Chains; 7/Power shears; 8/Scissors; 9/Thermometers; 11/Aquarium filters/pumps; 16/Aquariums; 18/Animal carriers/collars; 19/modular animal houses for pets; 20/Beds; 21/Brushes and combs; 25/Clothing for pets; 26/Plastic plants; 28/pet toys; 31/Pet food</p>
----	----------------	------------	---------	--

Petopia.com, Inc.'s FOREIGN Trademark Filings


Country	Mark	Application/ Registration No.	Filing Date/ Issue Date	Status/Class/Goods and Services
Australia	PETOPIA	819471	1/10/00	Pending Registration/Class 35
Argentina	PETOPIA	2.262.835	1/17/00	Pending Application/Class 35
Brazil	PETOPIA	822669994	5/2/00	Abandoned/Class 35
Canada	PETOPIA	1,056,318	4/20/00	Abandoned/Class 35
China	PETOPIA			Abandoned/Class 42
European Union	PETOPIA	1544105	3/3/00	Abandoned/Classes 35, 41, 42
Hong Kong	PETOPIA	604/2000	1/12/00	Abandoned/Class 35
Iceland	PETOPIA	217/2000 649/2000	1/21/00 5/31/00	Registered/Class 35
Israel	PETOPIA	134176	1/21/00	Abandoned/Class 35
Japan	PETOPIA	2000-1396	1/13/00	Abandoned/Class 35
Malaysia	PETOPIA	2000-00567	1/21/00	Abandoned/Class 35
Mexico	PETOPIA	407007	1/19/00	Abandoned/Class 35
New Zealand	PETOPIA	606338	1/10/00	Registered/Class 35
Philippines	PETOPIA	4-2000-0256	1/13/00	Abandoned/Class 35
Saudi Arabia	PETOPIA	64074	4/29/00	Abandoned/Class 35
Singapore	PETOPIA	T00/00757C	1/19/00	Abandoned/Class 35
South Africa	PETOPIA	2000/01437	1/31/00	Abandoned/Class 35
Switzerland	PETOPIA	01339/2000	2/8/00	Abandoned/Classes 35, 39, 42

Taiwan	PETOPIA	89014629	3/20/00	Abandoned/Class 35
Thailand	PETOPIA	417184	4/20/00	Abandoned/Class 35
Thailand	PETOPIA	417185	4/20/00	Abandoned/Class 42

Petopia.com, Inc.'s
"Proposed" But Unfiled Federal Trademarks

	Mark	Serial Registration No.	Filing/ Issue Date	Class	Goods and Services
1	BOTTOMLESS BOWL				
2	DESIGN of Dog Driving Delivery Truck				
3	HEALTHY PETS SEE THEIR VETS				
4	INTERNET PET PARADISE				
5	PAWTOGRAPHS				
6	PET TALK				
7	PETOPIAN				
8	TELL-A-PETLOVER				
9	THIS MUST BE PETOPIA				

EXHIBIT K

 NETWORK SOLUTIONS	Send this Agreement via fax to: Network Solutions, Inc. Attn: Registrant Change Group Fax: (703) 742-6950	OR Send this Agreement via Postal Mail or Courier to: Network Solutions, Inc. 505 Huntmar Park Drive Herndon, VA 20170 Attn: Registrant Change Group Phone: 1-800-779-1710 within the U.S. and Canada International: (703) 742-4777
	Registrant Name Change Agreement Version 3.0 — Transfers	
<ul style="list-style-type: none"> To successfully complete this form, you will need the WHOIS record for the domain name. The WHOIS database can be found at URL http://rs.internic.net/cgi-bin/whoise. Be sure all fields are completed in full. Once this form is complete, verify the information, read it, sign it and date it. An individual that has the apparent authority to legally bind the current Registrant must sign this form in the presence of a Notary Public. The Notary Public is required to notarize this form. An individual that has the apparent authority to legally bind the new Registrant must also sign this form. Notarization is not required for the new Registrant's signature. Make a copy of the Agreement for your records, then send it to Network Solutions at the address shown above. Or, if this domain name is the subject of litigation or a trademark dispute, send this Agreement to the attention of the Business Affairs Office at the address shown above. 		
Domain Name	One per Registrant Name Change Agreement petopia.com	
Transfer the registration for the domain name from:	As per the WHOIS (URL http://www.networksolutions.com) Petopia.com, Inc.	
Current Registrant's Address:	Enter the Registrant's Street Address, City, State, Country and ZIP if applicable 1200 Folsom Street San Francisco, CA 94103. USA	
	If the address you have entered above is different than the WHOIS record (URL http://www.networksolutions.com), please explain below	
Current Registrant's Type of Business	<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (specify)	
Transfer the registration for the domain name to:	Enter the correct name of the New Registrant: PETDEV, Inc.	
New Registrant's Address	Enter the correct address of the New Registrant 9125 Rehco Road San Diego, CA 92121 USA	
NIC Tracking Number	Enter the NIC tracking number from the New Registrant's Domain Name Registration Agreement email submission ("New Registrant's Application") The text version of the Service Agreement can be found at URL http://www.networksolutions.com/makechanges/rnca/service-agreement-5-1.txt	

Terms and Conditions	<p>The Current Registrant and the New Registrant enter into this Registrant Name Change Agreement as of the date executed by the final party hereto.</p> <p>WHEREAS the Registrant and Network Solutions, Inc. ("Network Solutions") have entered into a Domain Name Registration Agreement (the "Agreement") for the registration of the second-level domain name referenced in the block above headed Domain Name (the "Domain Name").</p> <p>WHEREAS the New Registrant desires to register the Domain Name with Network Solutions and to that end has transmitted by electronic mail to Network Solutions a completed Domain Name Registration Agreement as application ("New Registrant's Application") for registration of the Domain Name;</p> <p>WHEREFORE, in consideration of these premises, and for other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties agree as follows:</p> <p>1. Registrant's Relinquishment of the Domain Name: The Registrant hereby relinquishes its registration of the Domain Name and discharges Network Solutions from all obligations under the Agreement. The Registrant releases Network Solutions from all claims, liabilities or demands arising from the Agreement. The Registrant further acknowledges and agrees that it is not entitled to a refund of any fees it may have paid to Network Solutions. Nothing contained in this Registrant Name Change Agreement shall be construed as an assignment of the Registrant's rights under the Agreement. The Registrant hereby authorizes Network Solutions to take all steps necessary to register the Domain Name to the New Registrant, including without limitation, disassociating the Domain Name from the host servers designated by the Registrant without further notice.</p> <p>2. New Registrant's Registration of the Domain Name: The New Registrant acknowledges that it has reviewed and understands the terms, conditions, representations and warranties of Network Solutions' Domain Name Registration Agreement in effect as of the date of the New Registrant's Application. The New Registrant, by signing and sending this Registrant Name Change Agreement to Network Solutions, agrees to be bound by and to perform in accordance with the terms and conditions of Network Solutions' current Domain Name Registration Agreement, incorporated herein by reference, which includes Network Solutions' current Domain Name Dispute Policy. The New Registrant specifically agrees to pay Network Solutions a new registration fee upon receipt of Network Solutions' invoice. The New Registrant also reaffirms the accuracy and completeness of all of the information contained in the New Registrant's Application. To the extent the terms and conditions of Network Solutions' current Domain Name Registration Agreement conflict with the terms and conditions of this Registration Name Change Agreement, the terms and conditions of this Registrant Name Change Agreement shall prevail.</p> <p>3. Effective Date of the New Registrant's Registration of the Domain Name: The New Registrant's registration of the Domain Name shall be effective upon Network Solutions' transmission of an acknowledgment to the New Registrant that the Domain Name has been registered to the New Registrant.</p>	
Signature Block	Current Registrant must complete below:	New Registrant must complete below:
	Organization Petopia.com, Inc.	Organization PETDEV, Inc.
	Signature	Signature
	Signor's Name (please print) –	Signor's Name (please print) – James M. Myers

	<input type="checkbox"/> CEO <input type="checkbox"/> President <input type="checkbox"/> Owner <input type="checkbox"/> COO <input type="checkbox"/> Vice Pres. <input type="checkbox"/> Partner <input type="checkbox"/> CFO <input type="checkbox"/> Treasurer <input type="checkbox"/> Manager <input type="checkbox"/> Controller <input type="checkbox"/> Director <input type="checkbox"/> Officer <input type="checkbox"/> Other (specify)	<input type="checkbox"/> CEO <input type="checkbox"/> President <input type="checkbox"/> Owner <input type="checkbox"/> COO <input type="checkbox"/> Vice Pres. <input type="checkbox"/> Partner <input checked="" type="checkbox"/> CFO <input type="checkbox"/> Treasurer <input type="checkbox"/> Manager <input type="checkbox"/> Controller <input type="checkbox"/> Director <input type="checkbox"/> Officer <input type="checkbox"/> Other (specify) -
	Active email address	Active email address jamesm@petco.com
	Phone Number (415) 503-2700	Phone Number (858) 453-7845
	Date _____, 2000	Date _____, 2000
Notarization	A notary public or its foreign equivalent must certify the Current Registrant's signature. County of: _____ State of California The foregoing instrument was signed before me by _____ on this date. Notary's Name (printed): _____ Notary's Signature: _____ Date of notarization: _____ My commission expires: _____	

EXHIBIT L

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Petopia.com, Inc.
Serial No.: 75/837,114
Filed: November 1, 1999
Publication Date: October 24, 2000
Mark: MILLION PET MISSION

Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-3513

EXPRESS ABANDONMENT OF APPLICATION

Dear Sir or Madam:

Applicant Petopia.com, Inc., pursuant to 37 C.F.R. § 2.68, hereby expressly abandons the application identified above and requests that the application be withdrawn.

Respectfully submitted,

PETOPIA.COM, INC.

Dated: _____, 2000

By: _____
Andrea C. Reisman
Chief Executive Officer

EXHIBIT M

TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of the ____ day of _____, 2000, by and between Petopia.com, Inc., a Delaware corporation (hereinafter referred to as "Assignor") and _____ a _____ corporation (hereinafter referred to as "Assignee");

WHEREAS, Assignor has adopted, used, is using, and is, to the best of its knowledge and belief, the owner of the trademark application listed in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as "Trademark");

WHEREAS, Assignor has acquired goodwill associated with and symbolized by said Trademark and has not abandoned the same;

WHEREAS, Assignee is desirous of acquiring all rights, title, and interest in and to the Trademark; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title, and interest as Assignor may possess in and to the Trademark;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and sells to Assignee all rights, title, and interest as Assignor may possess in and to the Trademark as set forth in Schedule A; together with the goodwill symbolized by said Trademark.

Petopia.com, Inc.,
a Delaware corporation

Executed at _____, this _____ day of _____, 2000.

By: _____
Andrea C. Reisman
Chief Executive Officer

a _____ corporation

Executed at _____, this _____ day of _____, 2000.

By: _____
Name:
Title:

SCHEDULE A**FEDERAL TRADEMARK APPLICATION**

Mark	Application No.	Filing Date
MILLION PET MISSION	75/837,114	November 1, 1999

(in Class 42—for “providing information regarding pet adoption, pet care and pet health services; providing a website on a global computer network containing information regarding pet adoption, pet care, and pet health services and featuring links to the related websites of others”)

EXHIBIT N

ASSUMPTION OF CERTAIN LIABILITIES

Pursuant to that certain Asset Purchase Agreement, dated as of _____, 2000 (the "Agreement"), by and among PETCO ANIMAL SUPPLIES, INC., a Delaware corporation ("PETCO"), PETDEV, INC., a California corporation and wholly-owned subsidiary of PETCO ("Buyer"), and PETOPIA.COM, INC., a Delaware corporation ("Seller"), for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Buyer hereby does assume the Assumed Liabilities (as such term is defined in the Agreement) by and subject to the terms and conditions of the Agreement. Buyer does not assume and shall not in any manner be responsible for any Excluded Liability (as defined in the Agreement).

Executed this ___ day of _____, 2000.

PETDEV, INC.

By:

James M. Myers
Chief Financial Officer

EXHIBIT O

EMPLOYEES

Waters, Melissa	Dietz, Delia
Dady, Crystal	John Retsky
Odom, Amy	Naomi Cavanaugh
Joseph, Robert-Michael	Tim McInerney
Bullock, Jason	Anna Marie Villias
Lang, Adam	David Wood
Prescott, Allison	David Graham
Deane, Richard	Chyna Darvy
Manning, Joseph	Keith Higgons
Williams, Bradley	Chris Glover
King, Jeremy	Robert Casipe
Dreyer, Megan	Travis Rimando
Nokes, Jeff	Elsa Carmona
Gilbert, Mark	Juree Sondker
Barrack, Kevin	Josh Breault
Chan Moyrong, Kristina	Ric Alfrey
Longhway, Meggan	Marie-Christine Vitry
Cobb, Alexander	Kristin Bigler
Chakrapani, Praveena	Lazarcic, John
Allen, Nancy	Bugarin, Genaro
Keenan, Edward	
Scott, Jason	

SCHEDULE 1.1

ALLOCATION OF PURCHASE PRICE

Inventory	\$ 70,000
Lease Deposit	\$ 210,000
FF&E	\$ 50,000
Leasehold Improvements	\$ 0
Goodwill	\$ 2,170,000