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U.S. Patent & TMO/TM Mail Rcpt Dt. #22

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Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): PETCO ANIMAL SUPPLIES, INC.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Other _____</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>Wells Fargo Bank, National Association</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>333 South Grand Avenue, 9th Floor</u></p> <p>City: <u>Los Angeles</u> State: <u>CA</u> Zip: <u>90071</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input checked="" type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>1. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other: <u>Pledge and Security Agreement</u></p> <p>Execution Date: <u>October 2, 2000</u></p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) <u>76/055,373; 76/205,646; 76/309,392; 76/227,901; 76/227,848; 78/078,920; 78/078,920; 76/024,594; 75/837,414; 75/837,542; 75/698,521; 75/937,300; 75/837,518; 75/836,385; 75/746,855; 78/039,341; 78/039,345</u></p> <p>B. Trademark Registration No.(s) <u>1663844, 2391646, 2327212, 2481575, 2481576 and 2481570</u></p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Brenda T. Dieck</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>O'MELVENY & MYERS LLP</u> <u>400 South Hope Street</u></p> <p>City: <u>Los Angeles</u> State: <u>CA</u> Zip: <u>90071-2899</u></p>	<p>6. Total number of applications and registrations involved: <u>23</u></p> <p>7. Total fee (37 CFR 3.41) <u>\$590.00</u></p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
DO NOT USE THIS SPACE	
<p>9. Statement and signature. <i>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.</i></p> <p><u>Brenda T. Dieck</u> <u>Brenda T. Dieck</u> <u>January 3, 2002</u> Name of Person Signing Signature Date</p> <p>Total number of pages including cover sheet, attachments, and document: 50</p>	

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01/10/2002 6TON11 0000098 76055373
01 FC:481 40.00 DP
02 FC:482 550.00 DP

TRADEMARK REEL: 002420 FRAME: 0091

IP SUPPLEMENT

This IP SUPPLEMENT, dated December 30, 2001 is delivered pursuant to and supplements (i) the Pledge and Security Agreement, dated as of October 2, 2000 (as it may be from time to time amended, modified or supplemented, the "**Pledge and Security Agreement**"), among, Petco Animal Supplies, Inc., PetDev Inc., the other Grantors named therein, (the "Grantor") and Wells Fargo Bank, National Association, as Administrative Agent and Secured Party, and (ii) the Grant of Trademark Security Interest dated as of October 2, 2000 (the "**Petco Grant**") executed by Grantor (Petco Animal Supplies Inc) and Grant of Trademark Security Interest dated as of December 13, 2000 (the "**PetDev Grant**") executed by Grantor (PETDEV, Inc.) (the Petco Grant and the PetDev Grant, collectively the "**Grants**"). Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Grants.

Grantor grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the Trademark Collateral listed on Schedule A attached hereto. All such Trademark Collateral shall be deemed to be part of the Trademark Collateral and shall be hereafter subject to each of the terms and conditions of the Pledge and Security Agreement and the Grants.

IN WITNESS WHEREOF, Grantor has caused this Supplement to be duly executed and delivered by its duly authorized officer as of the date first mentioned herein.

Petco Animal Supplies, Inc.

By: 

Name: Norman Dowling

Title: Vice President Finance

PETDEV, Inc.

By: 

Name: Norman Dowling

Title: Vice President - Finance and Secretary

**SCHEDULE A
TO
IP SUPPLEMENT**

<u>Registered Owner</u>	<u>United States Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Petco Animal Supplies, Inc.	Just for Pets Superstore	1663844	11/05/91
Petco Animal Supplies, Inc.	Bringing Great Pets to Great Homes	2391646	10/03/00
Petco Animal Supplies, Inc.	Petopia	2327212	3/07/00
Petco Animal Supplies, Inc.	Petopia	2481575	8/28/01
Petco Animal Supplies, Inc.	Petopia	2481576	8/28/01
Petco Animal Supplies, Inc.	Petopia.com	2481570	8/28/01

<u>Registered Owner</u>	United States <u>Trademark</u> <u>Description</u>	<u>Serial</u> <u>Number</u>	<u>Filing</u> <u>Date</u>
Petco Animal Supplies, Inc.	Paw Pals	76055373	5/24/00
Petco Animal Supplies, Inc.	Petcare	76205646	2/06/01
Petco Animal Supplies, Inc.	Petcare	76309392	9/04/01
Petco Animal Supplies, Inc.	Petco the Pet Authority	76227901	3/21/01
Petco Animal Supplies, Inc.	Shed-less	76227848	3/21/01
Petco Animal Supplies, Inc.	Supermarkets are for people. Petco is for Pets.	78078920	8/13/01
Petco Animal Supplies, Inc.	The Pet Authority	78078920	3/21/01
Petco Animal Supplies, Inc.	Perpetual Petopia	76024594	4/12/00
Petco Animal Supplies, Inc.	Dog Head	75837414	11/01/99
Petco Animal Supplies, Inc.	Petopia	75837542	11/01/99
Petco Animal Supplies, Inc.	Petopia	75698521	5/05/99
Petco Animal Supplies, Inc.	Petopia	75837300	11/01/99
Petco Animal Supplies, Inc.	Petopia	75837518	11/01/99

HAGER10-2001 refinancing#953786 v1 R- PETCO Restatement - IP Supplement Schedule A.doc

(Petco Animal Supplies, Inc. IP Supplement)

A-2

TRADEMARK
REEL: 002420 FRAME: 0094

<u>Registered Owner</u>	United States <u>Trademark</u> <u>Description</u>	<u>Serial</u> <u>Number</u>	<u>Filing</u> <u>Date</u>
Petco Animal Supplies, Inc.	Petopia	75836385	10/29/99
Petco Animal Supplies, Inc.	Petopia.com	75746855	7/09/99
Petco Animal Supplies, Inc.	Bottomless Bowl	78039341	12/14/00
Petco Animal Supplies, Inc.	Internet Pet Paradise	78039345	12/14/00

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Petco Animal Supplies, Inc., a Delaware corporation ("**Grantor**"), owns and/or uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Petco Animal Supplies, Inc., a Delaware corporation ("**Company**"), has entered into a Credit Agreement dated as of October 2, 2000 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), Goldman Sachs Credit Partners L.P., as Syndication Agent and Wells Fargo Bank, National Association, as Administrative Agent for the Lenders (in such capacity, "**Secured Party**") and arranger, pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more Interest Rate Agreements (collectively, the "**Lender Interest Rate Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Interest Rate Agreements are entered into (in such capacity, collectively, "**Interest Rate Exchangers**"); and

WHEREAS, pursuant to the terms of a Pledge and Security Agreement dated as of October 2, 2000 (as amended, supplemented or otherwise modified from time to time, the "**Pledge and Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a protected security interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(a) all rights, title and interest (including, without limitation, rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including the trademarks specifically identified in Schedule A) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including the registrations and applications specifically

GRANT OF TRADEMARK SECURITY INTEREST

TRADEMARK
REEL: 002420 FRAME: 0096

identified in Schedule A) (the “**Trademark Registrations**”), all common law in and to the Trademarks in the United States and any state thereof and in foreign countries (the “**Trademark Rights**”), and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith (the “**Associated Goodwill**”); and

(b) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes, without limitation, whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and no Grantor shall be deemed to have granted a security interest in (i) any of such Grantor’s rights or interests in any license, lease, contract or agreement to which such Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, lease, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, lease, contract or agreement to which such Grantor is a party (other than to the extent that any such term would be rendered ineffective pursuant to Section 9-318(4) of the UCC or any other applicable law (including the Bankruptcy Code) or principles of equity); provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and such Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect, or (ii) any real property leasehold, unless a Grantor has executed a leasehold mortgage or leasehold deed of trust covering such real property leasehold.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of an irreconcilable conflict, the Pledge and Security Agreement shall control.

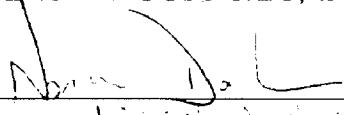
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GRANT OF TRADEMARK SECURITY INTEREST

TRADEMARK
REEL: 002420 FRAME: 0097

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 2nd day of October, 2000.

PETCO ANIMAL SUPPLIES, INC.

By: 

Name: James D. L.

Title: VP

GRANT OF TRADEMARK SECURITY INTEREST

TRADEMARK
REEL: 002420 FRAME: 0098

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Registered Owner</u>	United States <u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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PLEASE SEE THE ATTACHED PAGES (13 pages in total).

PETCO STATUS REPORT - FEDERAL TRADEMARKS

PETCO.000GEN

Revised: May 10, 2000

REG. NO.	MARK	SERIAL NO.	REG. NO.	CLASS	STATUS
1	2	3	4	5	6
PETCO.100T USA	AIRSOFT	75/392,901 11/19/97		18	ABANDONED per client's instructions
PETCO.161T USA	AQUA LOGICS	75/976,314 04/28/94	2,100,442 09/23/97	7, 11	REGISTERED; Sections 8 & 15 due 09/23/03; Renewal due 09/23/07
PETCO.114T USA	AQUATIC GARDENS	74/446,228 10/12/93	1,941,996 12/19/95	11 and 16	REGISTERED; Sections 8 & 15 due 12/19/01; Renewal due 12/19/05
PETCO.107T USA	AVIAN SELECT	74/522,280 05/09/94	1,910,822 08/08/95	21, 28 and 31	REGISTERED; Sections 8 & 15 due 08/08/01; Renewal due 08/08/05
PETCO.047T USA	BED BUDDIES	74/536,699 06/13/94	2,110,947 11/04/97	21	REGISTERED; Sections 8 & 15 due 11/04/03; Renewal due 11/04/07
PETCO.051T USA	BONE BUDDIES	74/469,150 12/13/93	2,004,654 10/01/96	18 and 31	REGISTERED; Sections 8 & 15 due 10/01/02; Renewal due 10/01/06
PETCO.059T USA	BONE BUDDIES and Design	74/469,325 12/13/93	1,988,869 07/23/96	18 and 31	REGISTERED; Sections 8 & 15 due 07/23/02; Renewal due 07/23/06

CASE NO. COUNTRY/STATE	MARK	SERIAL NO. FILING DATE	REG. NO. REG. DATE	CLASS	STATUS
PETCO.097T USA	BREAKTHROUGH PRICING and Design	74/483,145 01/27/94	1,881,004 02/28/95	42	REGISTERED; Sections 8 & 15 due 02/28/01; Renewal due 02/28/05
PETCO.167T USA	BUSY BONES	74/617,090 01/03/95	1,941,080 12/12/95	28	REGISTERED; Sections 8 & 15 due 12/12/01; Renewal due 12/12/05
PETCO.168T USA	BUSY BONES and Design	74/475,457 01/03/94	1,882,346 03/07/95	28	REGISTERED; Sections 8 & 15 due 03/07/01; Renewal due 03/07/05
PETCO.115T USA	Cat and Dog with Ears Down Design	74/006,754 12/01/89	1,607,957 07/31/90	3, 5, 31 and 42	REGISTERED; Renewal due 07/31/00
PETCO.200T USA	CLAW PALS	75/566,626 10/07/98		28	ALLOWED; Deadline to Statement of Use is 08/29/00
PETCO.176T USA	CLEAN SWEEP	74/716,683 08/17/95	2,077,985 07/08/97	31	REGISTERED; Sections 8 & 15 due 07/08/03; Renewal due 07/08/07
PETCO.062T USA	COME SNIFF AROUND	74/434,497 09/13/93	1,839,771 06/14/94	42	REGISTERED; Sections 8 & 15 due 06/14/00; Renewal due 06/14/04
PETCO.109T USA	DERMA SHEEN	74/684,463 06/05/95	1,965,795 04/02/96	5	REGISTERED; Sections 8 & 15 due 04/02/02; Renewal due 04/02/06

CASE NO. COUNTRY/STATE	MARK	SERIAL NO. FILING DATE	REG. NO. REG. DATE	CLASS	STATUS
PETCO.086T USA	Dog and Cat Design	73/657,758 04/27/87	1,488,868 05/17/88	42	REGISTERED; Renewal due 05/17/08
PETCO.054T USA	Dog with Grocery Cart Design	74/469,317 12/13/95	1,908,965 08/01/95	42	REGISTERED; Sections 8 & 15 due 08/01/01; Renewal due 08/01/05
PETCO.013T USA	EVERYTHING YOUR PET COULD ASK FOR	74/015,007 12/28/89	1,616,235 10/02/90	42	REGISTERED; Renewal due 10/02/00
PETCO.169T USA	FETCHIN' FUN and Design	74/475,456 01/03/94	1,885,089 03/21/95	28	REGISTERED; Sections 8 & 15 due 03/21/01; Renewal due 03/21/05
PETCO.019T USA	FINISHING TOUCH	74/326,884 10/30/92	1,884,615 03/21/95	8 and 21	REGISTERED; Sections 8 & 15 due 03/21/01; Renewal due 03/21/05
PETCO.045T USA	FLUFFY'S	74/673,372 04/11/95	1,971,337 04/30/96	31	REGISTERED; Sections 8 & 15 due 04/30/02; Renewal due 04/30/06
PETCO.046T USA	FLUFFY'S and Design	74/672,348 05/11/95	1,971,319 04/30/96	31	REGISTERED; Sections 8 & 15 due 04/30/02; Renewal due 04/30/06
PETCO.044T USA	FLUFFY'S LITTER	74/672,347 05/11/95	2,020,285 12/03/96	31	REGISTERED; Sections 8 & 15 due 12/03/02; Renewal due 12/03/06
PETCO.057T USA	FOUNDERS BLEND and Design	74/537,250 06/13/94	2,142,957 03/10/98	31	REGISTERED; Sections 8 & 15 due 03/10/04; Renewal due 03/10/08

CASE NO. COUNTRY/STATE	MARK	SERIAL NO. FILING DATE	REG. NO. REG. DATE	CLASS	STATUS
PETCO.209T	FOUR ON THE FLOOR	75/634,991 02/04/99		18, 21, 28	ALLOWED Deadline to file Statement of Use is 08/15/00.
PETCO.123T USA	FRESH BREATH	75/562,019 09/30/98		28	PENDING; Application has been suspended pending the disposition of cited trademark Application No. 75-490,592 for the mark DR. WERBER'S FRESH BREATH PET COOKIES
PETCO.210T USA	GLASS HOUSES	75/726,125 06/08/99		16	ALLOWED; Deadline to file Statement of Use is 09/21/00
PETCO.079T USA	GOLDEN HEARTS	75/019,422 11/14/95		31	ABANDONED per client's instructions dated 11/17/96
PETCO.088T USA	HAPPY FISH 15-DAY GUARANTEE and Design	74/312,119 09/09/92	1,815,221 01/04/94	42	ABANDONED per client's instructions
PETCO.076T USA	HEALTHY SELECT	75/019,419 11/14/95	2,155,254 05/05/98	31	REGISTERED; Sections 8 & 15 due 05/05/04; Renewal due 05/05/08

CASE NO. COUNTRY/STATE	MARK	SERIAL NO. FILING DATE	REG. NO. REG. DATE	CLASS	STATUS
PETCO.120T USA	IPSD and Design	74/650,684 03/23/95	1,994,840 08/20/96	42	REGISTERED; Sections 8 & 15 due 08/20/02; Renewal due 08/20/06
PETCO.081T USA	JUST FOR PETS SUPERSTORE	74/070,320 06/18/90	1,663,844 11/05/91	42	REGISTERED; Renewal due 11/05/01
PETCO.078T USA	KITTY CITY	75/256,904 03/12/97	2,121,884 12/16/97	35	REGISTERED; Sections 8 & 15 due 12/16/03; Renewal due 12/16/07
PETCO.072T USA	KITTY LIX-R-CISE	75/159,128 09/03/96		5 and 31	ABANDONED per client's instructions of 2/12/98
PETCO.068T USA	KRITTERZ	75/353,602 09/08/97		11, 16, 20 and 31	ALLOWED; Deadline to file Statement of Use due 11/02/00
PETCO.048T USA	LIL' BUDDIES	74/672,346 05/11/95		18, 28 and 31	ALLOWED; Statement of Use filed 12/08/99; Trademark Office issued non-final refusal of the Statement of Use; Response to refusal due 09/02/00; Next deadline to file Statement of Use or Extension is 06/10/00

CASE NO. COUNTRY/STATE	MARK	SERIAL NO. FILING DATE	REG. NO. REG. DATE	CLASS	STATUS
PETCO.111T USA	MANE MAGIC	74/684,465 06/05/95	1,965,796 04/02/96	3	REGISTERED; Sections 8 & 15 due 04/02/02; Renewal due 04/02/06
PETCO.170T USA	MARTY'S MUNCHABLES	74/527,641 05/23/94	1,949,639 01/16/96	31	REGISTERED; Sections 8 & 15 due 01/16/02; Renewal due 01/16/06
PETCO.058T USA	MASTERS PREMIUM DIET	74/469,330 12/13/93	2,112,566 11/11/97	31	REGISTERED; Sections 8 & 15 due 11/11/03; Renewal due 11/11/07
PETCO.049T USA	MASTERS PREMIUM DIET and Design	74/469,329 12/13/93	2,086,151 08/05/97	31	REGISTERED; Sections 8 & 15 due 08/05/03; Renewal due 08/05/07
PETCO.171T USA	MEWSMENTS	74/517,970 04/28/94	1,949,610 01/16/96	28	REGISTERED; Sections 8 & 15 due 01/16/02; Renewal due 01/16/06
PETCO.063T USA	Miscellaneous Design	74/421,066 08/05/93	1,838,279 05/31/94	42	REGISTERED; Sections 8 & 15 due 05/31/00; Renewal due 05/31/04
PETCO.172T USA	Miscellaneous Design (Face of a Dog)	74/475,459 01/03/94	1,862,628 11/15/94	28	REGISTERED; Sections 8 & 15 due 11/15/00; Renewal due 11/15/04
PETCO.093T USA	NO-BONES GUARANTEE and Design	74/294,730 07/16/92	1,760,487 03/23/93	42	ABANDONED Per Client's Instructions of 09/16/98

CASE NO. COUNTRY/STATE	MARK	SERIAL NO. FILING DATE	REG. NO. REG. DATE	CLASS	STATUS
PETCO.052T USA	NORTHERN BACKYARD	74/542,255 06/24/94	2,010,621 10/22/96	31	REGISTERED; Sections 8 & 15 due 10/22/02; Renewal due 10/22/06
PETCO.110T USA	ODOR-PLEX	74/684,464 06/05/95	1,964,307 03/26/96	5	REGISTERED; Sections 8 & 15 due 03/26/02; Renewal due 03/26/06
PETCO.106T USA	OOPSIE POOPSIE	75/200,537 11/19/96	2,087,901 08/12/97	8	REGISTERED; Sections 8 & 15 due 08/12/03; Renewal due 08/12/07
PETCO.119T USA	OOPSIE POOPSIE and Design	75/200,591 11/19/96	2,091,465 08/26/97	8	REGISTERED; Sections 8 & 15 due 08/26/03; Renewal due 08/26/07
PETCO.113T USA	PAW PALS	74/650,683 03/23/95	1,954,958 02/06/96	28	REGISTERED; Sections 8 & 15 due 02/06/02; Renewal due 02/06/06
PETCO.050T USA	PET FOOD WAREHOUSE and Design	74/469,316 12/13/93	1,913,916 08/22/95	42	REGISTERED; Sections 8 & 15 due 08/22/01; Renewal due 08/22/05
PETCO.055T USA	PET FOOD WAREHOUSE and Design	74/469,302 12/13/93	1,910,570 08/08/95	42	REGISTERED; Sections 8 & 15 due 08/08/01; Renewal due 08/08/05
PETCO.056T USA	PET FOOD WAREHOUSE and Design	74/469,301 12/13/93	1,910,569 08/08/95	42	REGISTERED; Sections 8 & 15 due 08/08/01; Renewal due 08/08/05

CASE NO. COUNTRY/STATE	MARK	SERIAL NO. FILING DATE	REG. NO. REG. DATE	CLASS	STATUS
PETCO.099T USA	PET GOLD	74/608,956 12/09/94	1,979,330 06/11/96	3, 5 and 31	REGISTERED; Sections 8 & 15 due 06/11/02; Renewal due 06/11/06
PETCO.225T USA	PET GOLD CRYSTALS	05/08/00		31	PENDING; Awaiting Filing Receipt
PETCO.112T USA	PET MAGIC	74/685,652 06/08/95	2,016,513 11/12/96	3 and 5	REGISTERED; Sections 8 & 15 due 11/12/02; Renewal due 11/12/06
PETCO.074T USA	PET NOSH	75/271,135 04/07/97	2,233,063 03/16/99	31	SUPPLEMENTAL REGISTRATION; SECTIONS 8&15 due 03/16/05; Renewal due 03/16/09
PETCO.122T USA	PET SENSE	74/684,462 06/05/95	2,013,300 11/05/96	3 and 5	REGISTERED; Sections 8 & 15 due 11/05/02; Renewal due 11/05/06
PETCO.094T USA	PET SUPPLY DEPOT	74/449,746 10/22/93	1,860,141 10/25/94	42	REGISTERED; Sections 8 & 15 due 10/25/00; Renewal due 10/25/04
PETCO.090T USA	PET SUPPLY DEPOT and Design	74/112,781 11/05/90	1,705,571 08/04/92	42	REGISTERED; Renewal due 08/04/02
PETCO.098T USA	PET SUPPLY DEPOT and Design	74/522,052 05/05/94	1,926,728 10/10/95	42	REGISTERED; Sections 8 & 15 due 10/10/01; Renewal due 10/10/05

CASE NO. COUNTRY/STATE	MARK	SERIAL NO. FILING DATE	REG. NO. REG. DATE	CLASS	STATUS
PETCO.070T USA	PET SUPPLY DEPOT BIRTHDAY CLUB	74/568,317 08/31/94	2,110,977 11/04/97	42	REGISTERED; Sections 8 & 15 due 11/04/03; Renewal due 11/04/07
PETCO.150T USA	PET SUPPLY WHEREHOUSE COME SNIFF AROUND! and Design	75/097,485 05/02/96	2,141,854 03/10/98	42	REGISTERED; Sections 8 & 15 due 03/10/04; Renewal due 03/10/08
PETCO.173T USA	PETCARE and Design	74/001,537 11/16/89	1,637,200 03/05/91	42	REGISTERED; Renewal due 03/05/01
PETCO.174T USA	PETCARE SUPERSTORE and Design	74/519,958 05/04/94	1,918,526 09/12/95	42	REGISTERED; Sections 8 & 15 due 09/12/01; Renewal due 09/12/05
PETCO.175T USA	PETCARE SUPERSTORE and Design	74/320,450 10/07/92	1,818,602 01/25/94	42	ABANDONED per client's instructions 1/24/00
PETCO.085T USA	PETCO	74/157,241 04/15/91	1,695,073 06/16/92	42	REGISTERED Renewal due 06/16/02
PETCO.077T USA	PETCO P.A.L.S.	75/312,559 06/20/97	2,172,931 07/14/98	35	REGISTERED; Sections 8 & 15 due 07/14/04; Renewal due 07/14/08
PETCO.041T USA	PFW	74/162,186 04/29/91	1,745,329 01/05/93	42	ABANDONED per client's instructions of 2/9/98

CASE NO. (COUNTRY/STATE)	MARK	SERIAL NO. FILING DATE	REG. NO. REG. DATE	CLASSES	STATUS
PETCO.071T USA	POLLY PALS	75/341,624 08/15/97		21 and 28	PUBLISHED 02/08/00
PETCO.211T USA	PRECOCIOUS PETS	75/726,126 06/08/99		28	ALLOWED Deadline to Statement of Use is 09/14/00.
PETCO.164T USA	PREMIUM HEALTH (stylized)	74/419,003 08/02/93	1,874,804 01/17/95	31	REGISTERED; Sections 8 & 15 due 01/17/01; Renewal due 01/17/05
PETCO.218T USA	PRO GOLD	75/802,158 09/17/99		7 and 11	PUBLISHED 04/25/00
PETCO.165T USA	PRO-TECT	75/012,688 10/31/95	2,122,139 12/16/97	5	REGISTERED; Sections 8 & 15 due 12/16/03; Renewal due 12/16/07
PETCO.042T USA	PROFESSOR PET	75/067,733 03/05/96	2,075,299 07/01/97	42	REGISTERED; Sections 8 & 15 due 07/01/03; Renewal due 07/01/07
PETCO.075T USA	PROFILE	75/331,238 07/28/97	2,189,311 09/15/98	7 and 11	REGISTERED; Sections 8 & 15 due 09/15/04; Renewal due 09/15/08
PETCO.073T USA	PROFILE and Design	75/332,656 07/29/97	2,230,150 03/09/99	7 and 11	REGISTERED; Sections 8 & 15 due 03/09/05; Renewal due 03/09/09

PETCO.091T USA	PSD and Design	74/470,984 12/20/93	1,868,765 12/20/94	42	REGISTERED; Sections 8 & 15 due 12/20/00; Renewal due 12/20/04
PETCO.028T USA	PUFF TOYS	74/342,005 12/17/92	1,859,326 10/18/94	28	REGISTERED; Sections 8 & 15 due 10/18/00; Renewal due 10/18/04
PETCO.102T USA	REVERE	74/660,180 04/10/95	2,033,352 01/28/97	3, 5 and 40	REGISTERED; Sections 8 & 15 due 01/28/03; Renewal due 01/28/07
PETCO.022T USA	RUFF TOYS	74/325,127 10/21/92	1,779,046 06/29/93	28	REGISTERED; Renewal due 06/29/03
PETCO.095T USA	RUFF TOYS MIGHTY MARBLE and Design	74/535,940 06/08/94	1,902,871 07/04/95	28	REGISTERED; Sections 8 & 15 due 07/04/01; Renewal due 07/04/05
PETCO.087T USA	Running Dog Design	74/522,053 05/05/94	1,924,852 10/03/95	42	REGISTERED; Sections 8 & 15 due 10/03/01; Renewal due 10/03/05
PETCO.108T USA	SMALL ANIMAL KINGDOM and Design	74/396,980 05/28/93	1,883,597 03/14/95	18, 21 and 28	REGISTERED; Sections 8 & 15 due 03/14/01; Renewal due 03/14/05
PETCO.105T USA	SUPER BOWL	74/524,569 05/13/94	1,984,774 07/02/96	21	REGISTERED; Sections 8 & 15 due 07/02/02; Renewal due 07/02/06

CASE NO. SECTIONAL MARK	MARK	SERIAL NO. PENDING DATE	REG. NO. CLASS	STATUS
PETCO.096T USA	TAGALONGS	74/509,273 04/05/94	1,967,687 04/16/96	6, 9 and 18 REGISTERED; Sections 8 & 15 due 04/16/02; Renewal due 04/16/06
PETCO.092T USA	THE NEWSPETTER	74/311,329 09/08/92	1,797,778 10/12/93	16 ABANDONED
PETCO.196T USA	THE PETCARE COMPANY and Design	74/224,051 11/22/91	1,724,918 10/20/92	3 ABANDONED per client's instructions of 09/23/98
PETCO.195T USA	THE PETCARE COMPANY and Design	74/224,132 11/22/91	1,710,159 08/25/92	25 ABANDONED per client's instructions
PETCO.197T USA	THE PETCARE COMPANY and Design	74/225,352 11/22/91	1,744,933 01/05/93	42 REGISTERED; Renewal due 01/05/03
PETCO.043T USA	TOY BUDDIES	74/536,698 06/13/94	1,982,944 06/25/96	28 REGISTERED; Sections 8 & 15 due 06/25/02; Renewal due 06/25/06
PETCO.069T USA	VETCO	75/083,837 04/04/96	2,164,433 06/09/98	42 REGISTERED; Sections 8 & 15 due 06/09/04; Renewal due 06/09/08
PETCO.053T USA	WE KNOW PETS, PETS KNOW US	74/536,620 06/13/94	1,890,346 04/18/95	42 REGISTERED; Sections 8 & 15 due 04/18/01; Renewal due 04/18/05
PETCO.010T USA	WELLPET	74/525,691 03/07/85	1,362,667 09/24/85	42 REGISTERED; Renewal due 09/24/05

CASE NO. COUNTRY/STATE	MARK	SERIAL NO. FILING DATE	REG. NO. REG. DATE	CLASS	SITUATION
PETCO.015T USA	WELLPET and Design	73/615,816 08/21/86	1,462,801 10/27/87	18 and 31	REGISTERED; Renewal due 10/27/07
PETCO.080T USA	WELLPET and Design	73/605,150 06/19/86	1,467,695 12/01/87	42	REGISTERED; Renewal due 12/01/07
PETCO.116T USA	WHERE THE PETS GO	75/083,836 04/04/96	2,037,257 02/11/97	42	REGISTERED; Sections 8 & 15 due 02/11/03; Renewal due 02/11/07
PETCO.121T USA	YOUR PET'S SECOND BEST FRIEND	73/756,171 10/06/88	1,549,616 07/25/89	42	REGISTERED; Renewal due 07/25/09

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, PETDEV, INC., a California corporation ("**Grantor**"), owns and/or uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Petco Animal Supplies, Inc., a Delaware corporation ("**Company**"), has entered into a Credit Agreement dated as of October 2, 2000 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), Goldman Sachs Credit Partners L.P., as Syndication Agent and Wells Fargo Bank, National Association, as Administrative Agent for the Lenders (in such capacity, "**Secured Party**") and arranger, pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more Interest Rate Agreements (collectively, the "**Lender Interest Rate Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Interest Rate Agreements are entered into (in such capacity, collectively, "**Interest Rate Exchangers**"); and

WHEREAS, Grantor has executed and delivered that certain Counterpart to Subsidiary Guaranty on December 13, 2000, and has thereby become a party to that certain Subsidiary Guaranty dated as of October 2, 2000 (said Subsidiary Guaranty, as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "**Guaranty**") in favor of Secured Party for the benefit of Lenders and any Interest Rate Exchangers, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Interest Rate Agreements, including the obligation of Company to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of a Pledge and Security Agreement dated as of October 2, 2000, as supplemented on December 13, 2000 by that certain Counterpart to Pledge and Security Agreement executed by Grantor (as amended, supplemented or otherwise modified from time to time, the "**Pledge and Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a protected security interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in

GRANT OF TRADEMARK SECURITY INTEREST

which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(a) all rights, title and interest (including, without limitation, rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including the trademarks specifically identified in Schedule A) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including the registrations and applications specifically identified in Schedule A) (the "**Trademark Registrations**"), all common law in and to the Trademarks in the United States and any state thereof and in foreign countries (the "**Trademark Rights**"), and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith (the "**Associated Goodwill**"); and

(b) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes, without limitation, whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and no Grantor shall be deemed to have granted a security interest in (i) any of such Grantor's rights or interests in any license, lease, contract or agreement to which such Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, lease, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, lease, contract or agreement to which such Grantor is a party (other than to the extent that any such term would be rendered ineffective pursuant to Section 9-318(4) of the UCC or any other applicable law (including the Bankruptcy Code) or principles of equity); provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and such Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect, or (ii) any real property leasehold, unless a Grantor has executed a leasehold mortgage or leasehold deed of trust covering such real property leasehold.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of an irreconcilable conflict, the Pledge and Security Agreement shall control.

GRANT OF TRADEMARK SECURITY INTEREST

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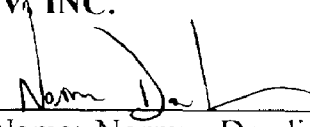
GRANT OF TRADEMARK SECURITY INTEREST
3

TRADEMARK
REEL: 002420 FRAME: 0115

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 13th day of December, 2000.

PETDEV, INC.

By: _____


Name: Norman Dowling

Title: Vice President - Finance



GRANT OF TRADEMARK SECURITY INTEREST

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TRADEMARK
REEL: 002420 FRAME: 0116

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

U.S. Federal Trademarks

	Mark	Serial No./ Registration No.	Filing Date/ Issue 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

LA1:914743

GRANT OF TRADEMARK SECURITY INTEREST

TRADEMARK
REEL: 002420 FRAME: 0118

14	PETOPIA	75/837,542	11/1/99	Suspension letter – mailed 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
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LA1:914743

GRANT OF TRADEMARK SECURITY INTEREST

TRADEMARK
REEL: 002420 FRAME: 0119

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, [REDACTED] in immediately available funds (the "Cash Payment") and (b) on the first business day following the 90-day anniversary of the Closing, [REDACTED] (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 [REDACTED] 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

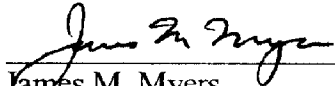
Buyer hereby represents and warrants to Seller as follows:

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

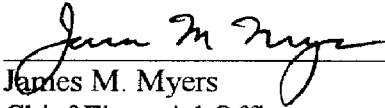
4.2 Authority. Buyer has full right, power and authority, and has taken all action necessary, to enter into this Agreement and to perform its obligations hereunder; no other proceedings, corporate or otherwise, on the part of Buyer are necessary to authorize this Agreement and the transactions

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

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.

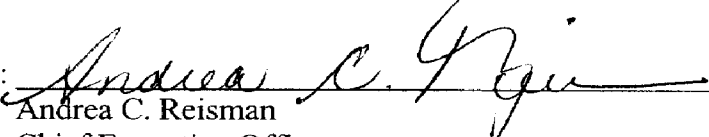
By:  _____
Andrea C. Reisman
Chief Executive Officer

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-I 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.

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.

ASSIGNMENT OF PROPRIETARY RIGHTS

This Assignment of Proprietary Rights (the "Assignment") is made as of December 4, 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

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

PETDEV, INC.

By: _____
James M. Myers
Chief Financial Officer

PETOPIA.COM, INC.

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>Registrant/ 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>Registrant/ 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

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

	Mark	Serial No./ Registration No.	Filing Date/ Issue 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

14	PETOPIA	75/837,542	11/1/99	Suspension letter – mailed 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
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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

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

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**

- 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/mca/service-agreement-5-1.txt

Terms and Conditions

The Current Registrant and the New Registrant enter into this Registrant Name Change Agreement as of the date executed by the final party hereto.

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").

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;

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:

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.

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.

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.

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	<p>A notary public or its foreign equivalent must certify the Current Registrant's signature.</p> <p>County of: _____ State of California</p> <p>The foregoing instrument was signed before me by _____ on this date.</p> <p>Notary's Name (printed): _____ Notary's Signature: _____ Date of notarization: _____ My commission expires: _____</p>



SECRETARY OF STATE

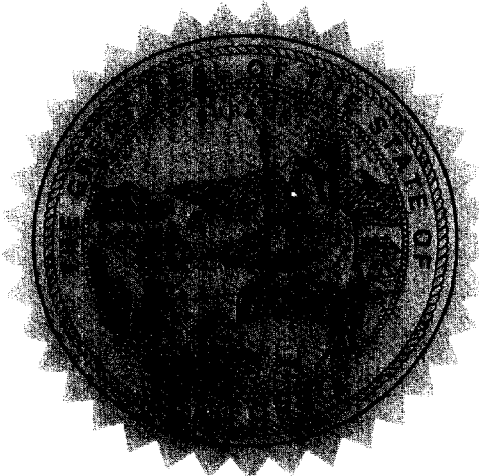
I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 3 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

FEB - 9 2001

Secretary of State



State of Delaware

FEB - 7 2001

Office of the Secretary of State

BILL JONES, Secretary of State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"PETDEV, INC.", A CALIFORNIA CORPORATION,

WITH AND INTO "PETCO ANIMAL SUPPLIES, INC." UNDER THE NAME OF "PETCO ANIMAL SUPPLIES, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE SECOND DAY OF FEBRUARY, A.D. 2001, AT 9 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE THIRD DAY OF FEBRUARY, A.D. 2001, AT 11:59 O'CLOCK P.M.

2259581 8100M

010060305



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 0058170

DATE: 02-06-01

CERTIFICATE OF OWNERSHIP AND MERGER

of

PETDEV, INC.
(a California corporation)

into

PETCO ANIMAL SUPPLIES, INC.
(a Delaware corporation)
(Pursuant to Section 252)

It is hereby certified that:

1. PETCO ANIMAL SUPPLIES, INC. (hereinafter referred to as the "Corporation") is a business corporation of the State of Delaware.
2. The Corporation is the owner of all of the outstanding shares of stock of PETDEV, INC., which is a business corporation of the State of California.
3. The laws of the jurisdiction of organization of PETDEV, INC. permit the merger of a business corporation of that jurisdiction with a business corporation of another jurisdiction.
4. The Corporation hereby merges PETDEV, INC. into the Corporation.
5. The following is a copy of the resolutions adopted on February 2, 2001 by the Board of Directors of the Corporation to merge the said PETDEV, INC. into the Corporation:

"RESOLVED, that PETDEV, INC., a California corporation, be merged into this Corporation, and that all of the estate, property, rights, privileges, powers, and franchises of PETDEV, INC. be vested in and held and enjoyed by this Corporation as fully and entirely and without change or diminution as the same were before held and enjoyed by PETDEV, INC. in its name;

RESOLVED FURTHER, that this Corporation assume all of the obligations of PETDEV, INC.:

RESOLVED FURTHER, that this Corporation shall cause to be executed and filed and/or recorded the documents prescribed by the laws of the State of Delaware, by the laws of the State of California, and by the laws of any other appropriate jurisdiction and will cause to be performed all necessary acts within the jurisdiction

of organization of PETDEV, INC. and of this Corporation and in any other appropriate jurisdiction; and

RESOLVED FURTHER, that the effective time of the Certificate of Ownership and Merger setting forth a copy of these resolutions shall be 11:59 p.m. on February 3, 2001, and that, insofar as the General Corporation Law of the State of Delaware shall govern the same, said time shall be the effective merger time.”

6. The effective time of the Certificate of Ownership and Merger shall be at 11:59 p.m. on February 3, 2001, and that, insofar as the General Corporation Law of the State of Delaware shall govern the same, said time shall be the effective merger time.

Executed on February 2, 2001.

PETCO Animal Supplies, Inc.

By: /s/ James M. Myers

Name: James M. Myers

Title: Senior Vice President and
Chief Financial Officer

