

02-19-2002

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TO THE ASSISTANT COMMISSIONER OF PA

101984798

Attached original documents or copy thereof.

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

Petopia.com, Inc.

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

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

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

**Name:** Petco Animal Supplies, Inc.  
**Internal Address:**  
**Street Address:** 9125 Rehco Road  
**City:** San Diego **State:** California **ZIP:** 92121

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

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

(Designations must be a separate document from Assignment)  
Additional name(s) and address(es) attached?  
 Yes  No

*2-19-02*

*2-19-02*

3. Nature of conveyance:

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

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

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

- a. Trademark Application No(s):  
\* See Attachment \*
- b. Trademark Registration No(s):  
\* See Attachment \*

Additional numbers attached?  Yes  No

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

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

**Internal Address:** Sixteenth Floor  
**Street Address:** 620 Newport Center Drive  
**City:** Newport Beach **State:** CA **ZIP:** 92660  
**Attorney's Docket No.:** PETCO.250T/254T/255T/257T  
258T / 259T / 260T / 261T / 262T / 263T / 264T / 265T / 266T

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 11-1410

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

6. Total number of applications and registrations involved:  
13

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.

Deborah S. Shepherd  
Name of Person Signing

*Deborah S. Shepherd*  
Signature

*February 13, 2002*  
Date

Total number of pages including cover sheet, attachments and document: 9

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



U.S. Patent and Trademark Office  
Attn: Assignment Division  
Crystal Gateway-4  
1213 Jefferson Davis Highway, Suite 320  
Arlington, VA 22202

02/20/2002 6TON11 00000014 2391646

01 FC:481 40.00 OP  
02 FC:482 300.00 OP

**TRADEMARK**  
**REEL: 002444 FRAME: 0556**

**ATTACHMENT**

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

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### 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.

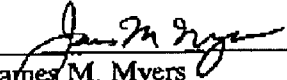
Seller further agrees that it will communicate to Buyer any facts known to Seller respecting the Proprietary Rights, and testify in any legal proceeding, sign all lawful papers, make all rightful oaths and declarations, and generally do everything reasonably possible to aid Buyer to perfect title to,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

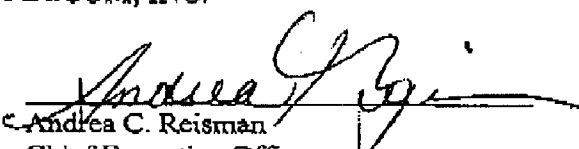
\_\_\_\_\_  
Andrea C. Reisman  
Chief Executive Officer

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

PETDEV, INC.

PETOPÍA.COM, INC.

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

By:   
Andrea C. Reisman  
Chief Executive Officer



## SCHEDULE A

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

<i>Domain Name</i>	<i>Registrar 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

PART II - Trademarks:

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

Serial No. Registration No.	Filing Date	Class/ Goods and Services		
1	<b>BRINGING GREAT PETS TO GREAT HOMES</b>	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	<b>DESIGN Only (Dog's Head)</b> 	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	<b>LET THERE BE PETS</b>	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	<b>PERPETUAL PETOPIA</b>	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	<b>PETOPIA.COM</b>	75/746,855	7/9/99	Suspension letter - mailed 35/On-line retail store services in the field of pet supplies
6		75/836,383	10/29/99	Suspension letter - mailed 42/On-line retail store services in the field of pet supplies

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



14	<b>PETOPIA</b>	75/837,542	11/1/99	<p>Suspension letter – mailed</p> <p>1/Water test kits; 3/Non-medicated grooming products for pets; 5/Medicated grooming products for pets; 6/Chains; 7/Power shears; 8/Scissors; 9/Thermometers; 11/Aquarium filters/pumps; 16/Aquariums; 18/Animal carriers/collars; 19/modular animal houses for pets; 20/Beds; 21/Brushes and combs; 25/Clothing for pets; 26/Plastic plants; 28/pet toys; 31/Pet food</p>
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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	<b>PETOPIA</b>	819471	1/10/00	Pending Registration/Class 35
Argentina	<b>PETOPIA</b>	2.262.835	1/17/00	Pending Application/Class 35
Brazil	<b>PETOPIA</b>	822669994	5/2/00	Abandoned/Class 35
Canada	<b>PETOPIA</b>	1,056,318	4/20/00	Abandoned/Class 35
China	<b>PETOPIA</b>			Abandoned/Class 42
European Union	<b>PETOPIA</b>	1544105	3/3/00	Abandoned/Classes 35, 41, 42
Hong Kong	<b>PETOPIA</b>	604/2000	1/12/00	Abandoned/Class 35
Iceland	<b>PETOPIA</b>	217/2000 649/2000	1/21/00 5/31/00	Registered/Class 35
Israel	<b>PETOPIA</b>	134176	1/21/00	Abandoned/Class 35
Japan	<b>PETOPIA</b>	2000-1396	1/13/00	Abandoned/Class 35
Malaysia	<b>PETOPIA</b>	2000-00567	1/21/00	Abandoned/Class 35
Mexico	<b>PETOPIA</b>	407007	1/19/00	Abandoned/Class 35
New Zealand	<b>PETOPIA</b>	606338	1/10/00	Registered/Class 35
Philippines	<b>PETOPIA</b>	4-2000-0256	1/13/00	Abandoned/Class 35
Saudi Arabia	<b>PETOPIA</b>	64074	4/29/00	Abandoned/Class 35
Singapore	<b>PETOPIA</b>	T00/00757C	1/19/00	Abandoned/Class 35
South Africa	<b>PETOPIA</b>	2000/01437	1/31/00	Abandoned/Class 35
Switzerland	<b>PETOPIA</b>	01339/2000	2/8/00	Abandoned/Classes 35, 39, 42

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