

07-09-2002



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TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):
Greyrock Capital, a Division of Banc of America
Commercial Finance Corporation

 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____ *07/02/02*

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

2. Name and address of receiving party(ies)
Name: ICOD Acquisition Corporation
Internal Address: _____
Street Address: 120 North Meadow Rd.
City: Midfield State: MA Zip: 02052

 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Sale of tangible and intangible assets
Execution Date: 02/01/2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
75/841,840

Additional number(s) attached Yes No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Paula D. Morris
Internal Address: Paula D. Morris & Associates, P.C.
2925 Briarpark, Suite 930

Street Address: Same

City: Houston State: Texas Zip: 77042

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
50-0997
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Scott D. Compton

Name of Person Signing *Scott D. Compton* Signature June 24, 2002 Date

Total number of pages including cover sheet, attachments, and document: 8

07/08/2002 DBYRME 00000096 75841840
01 FC:481

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

TRADEMARK
REEL: 002539 FRAME: 0534

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is entered into on February 1, 2001, by and between Greyrock Capital, a Division of Banc of America Commercial Finance Corporation ("Greyrock") and ICOD Acquisition Corporation ("Buyer").

This Agreement is entered into with reference to the following facts:

A. Greyrock has a security interest in certain of the assets of In the Company of Dogs, Inc., a Delaware corporation ("ICOD"), as set forth in further detail below.

B. ICOD granted such security interest to Greyrock under a Security Agreement dated January 31, 2000, executed by ICOD and Greyrock (the "Security Agreement"), to secure ICOD's obligations to Greyrock under that certain Continuing Guarantee dated January 31, 2000 (the "Guarantee"). Pursuant to the Guarantee, ICOD guaranteed certain obligations of Petopia.com, Inc., a Delaware corporation ("Petopia") to Greyrock (the "Petopia Obligations"). The assets in which Greyrock has a security interest are set forth in the Security Agreement and in UCC-1 Financing Statements filed by Greyrock.

C. [REDACTED]

D. [REDACTED]

E. [REDACTED]

F. Pursuant to this Agreement, Greyrock desires to sell, and the Buyer desires to purchase, the "Sale Assets" (as defined below).

Now, therefore, the parties agree as follows:

1. Sale of Assets.

1.1. The Sale Assets. At a closing ("Closing"), to be held on or before February 5, 2001, Greyrock will sell to Buyer, in a private sale under Section 9504 of the California Commercial Code, and Buyer will purchase from Greyrock, the following (the "Sale Assets"): all tangible and intangible personal property assets of ICOD in which Greyrock has a perfected security interest, including, without limitation, the assets set forth on Exhibit A hereto, such as accounts receivable, general intangibles, inventory, equipment, or other "Collateral" as defined in the Security Agreement, but excluding the "Excluded Assets" (as defined below)

1.2 [REDACTED]

1.3. Bill of Sale. At the Closing, Greyrock shall execute and deliver to Buyer a Bill of Sale with respect to the Sale Assets.

1.4. Purchase Price; Guaranty. The purchase price for the Sale Assets ("Purchase Price") shall be [REDACTED] and other good and valuable consideration. Of the Purchase Price, [REDACTED] shall be payable at the Closing, and the balance of [REDACTED] shall be evidenced by a Promissory Note (the "Note"). At the Closing, Buyer shall cause Potpourri Collection Inc. to guaranty the obligations of Buyer hereunder and under the Note, pursuant to a Continuing Guaranty reasonably acceptable to Buyer and Greyrock.

1.5. Reduction of Purchase Price; Payments to [REDACTED] Refunds.

(a)

(b) Greyrock shall cause ICOD to pay to [REDACTED] the amount of any accounts payable owing by ICOD to [REDACTED] for services provided to ICOD prior to the Closing

(c)

1.6. Receivable Proceeds. Promptly upon Closing, Greyrock shall instruct ~~_____~~ to pay to Buyer any proceeds of ICOD's accounts receivable received by them after the Closing. The net amount received by Greyrock from ICOD's accounts receivable after the Closing shall be promptly remitted to Buyer.

1.7. Further Assurance. Greyrock agrees to execute and deliver to Buyer, upon Buyer's written request, such further instruments of assignment and transfer as may, in Buyer's reasonable discretion, be necessary or desirable to pass to Buyer title to the Sale Assets consistent with this Agreement.

6. Governing Law. This Agreement is being entered into in the State of California. This Agreement shall be governed by the internal laws (and not the conflict of laws rules) of the State of California.

Buyer:
ICOD Acquisition Corporation

Greyrock:
Greyrock Capital, a Division of Banc of
America Commercial Finance Corporation

By [Signature]
Title President

By _____
Title _____

Exhibit A
To
Purchase And Sale Agreement

Assets

Accounts Receivable

Greyrock Actions

-Greyrock shall apply the net amount of any collections it receives after the closing in reduction of the Purchase Price, as set forth in Section 1.6 above. At Buyer's request, Greyrock shall sign a letter, in form reasonably acceptable to Buyer and Greyrock, directing payment of proceeds from accounts receivable to Buyer.

Inventory

Fixed Assets (List):

- L Shaped Desk & File
- L Shaped Desk & File
- L Shaped Desk & File
- L Shaped Desk & File
- Brown Aluminum Desk
- Brown Aluminum Desk
- 6 Foot File Cabinet
- 6 Foot File Cabinet
- 6 Foot File Cabinet
- 3 Foot File Cabinet
- Toshiba Copier
- Canon Fax Machine
- Phone Switch System
- HP 4000 Printer
- Conference Table (4 Chairs)
- Desktop Computer
- Desktop Computer
- Desktop Computer
- Desktop Computer & Printer
- Desktop Computer & Printer
- Desktop Computer & Printer
- Desktop Computer & Printer
- Network & Rack
- VPN Shiva Box

Intangibles (List):

Trademarks:

- In The Company Of Dogs
- In The Company Of Friends
- In The Company Of Kids
- In The Company Of Horses
- In The Company Of Cats
- In The Company.com
- In The Company
- Y2K9
- ICOD
- Company Of Dogs
- In The Company Of Dogs
- In The Company
- ICOD
- Aardvark Logo (Ardie)
- Aardvark Pet Supplies, Inc.
- AardvarkPet

-Greyrock shall sign such trademark transfer documents as Buyer shall reasonably request, including, without limitation, transfer documents for recording with the U.S. Patent and Trademark Office with respect to any of ICOD's trademarks that are registered there.

Internet Domain Names:

- JOYOFPETS.COM
- AARDVARKPET.COM
- PETPROTECTOR.COM
- CATPROTECTOR.COM
- DOGPROTECTOR.COM
- DOGREMINDER.COM

-Greyrock shall sign such domain name transfer documents as Buyer shall reasonably request

PETREMINDER.COM
CATREMINDER.COM
PETEMAIL.COM
PET-EMAIL.COM
ANIMALBUZZ.COM
DOGGIEMAIL.COM
DOGGIE-MAIL.COM
KITTIEMAIL.COM
KITTIE-MAIL.COM
GIFTRESCUE.COM
GIFTREGISTER.COM
GIFTVALET.COM
PLANETGIFT.COM
DOGECARD.COM
INTHECOMPANY.COM
INTHECOMPANYOFDOGS.COM
INTHECOMPANYOFPUPPIES.COM
INTHECOMPANYOFKIDS.COM
INTHECOMPANYOFHORSES.COM
INTHECOMPANYOFPETS.COM
INDOGS.COM
TODOGS.COM
TOCATS.COM
COMPANYOFCATS.COM

Assigned Copyrights:

-Greyrock shall sign such copyright transfer documents as Buyer shall reasonably request, including, without limitation, transfer documents for recording with the U.S. Copyright Office with respect to any of ICOD's copyrights that are registered there.

Aardvark Web Store Templates
Aardvark Product Collections
Aardvark FAQ's
Aardvark Intranet Reports
Aardvark Promo Content
Aardvark Web/Rainman Store Copy
Aardvark Web/Rainman Store Graphics
ICOD Web Store Templates
ICOD Product Collections
ICOD FAQ's
ICOD Intranet Reports
ICOD Promo Content
ICOD Web/Rainman Store Copy
ICOD Web/Rainman Store Graphics
ICOD Breed Search
ICOD Dogemail
ICOD Dogecard

Licensed Software:

Order Processing Tools
Product Search
Discounts
Product Upload
Inventory
Sales Reports
Item Reports
Traffic Reports
Customer Reports
Vendor Transfer of Data
Promo Mailing Tools
Quick Checkout
Arrival Notifier
Quickbooks
Customer List

-At the Closing, Greyrock shall cause ICOD to deliver to Buyer a customer list and, to the extent reasonably available, email addresses

Photographic Images

-Greyrock shall provide Buyer with a credit of up to \$[REDACTED] against the Purchase Price to reimburse Buyer for any amounts paid by Buyer to [REDACTED] ([REDACTED]) for placing the Borrower's photo images held by [REDACTED] onto CD Roms and delivering the same to Buyer, upon Greyrock's receipt of evidence satisfactory to Greyrock that such amounts had been paid. Such credit to the Purchase Price shall, for the purposes of computing interest, be applied against the principal of the Note at the time of the credit, and, for purposes of determining the payments under the Note, reduce the final payment due under the Note by the same amount as the credit. It is noted that certain photographer's have asserted an interest in certain photo images, and Greyrock makes no warranty with respect to the validity of such claims.