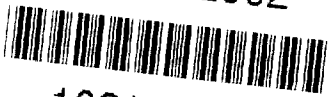


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TRADEMARK 102152947

DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
Tab settings

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

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. Name of conveying party(ies):<br/>Greyrock Capital, a Division of Banc of America Commercial Finance Corporation</p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association<br/> <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership<br/> <input checked="" type="checkbox"/> Corporation-State<br/> <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> | <p>2. Name and address of receiving party(ies)<br/>Name: ICOD Acquisition Corporation<br/>Internal Address: _____<br/>Address: _____</p> <p>Street Address: 120 North Meadow Rd.<br/>City: Midfield State: MA Zip: 02052</p> <p><input type="checkbox"/> Individual(s) citizenship _____<br/> <input type="checkbox"/> Association _____<br/> <input type="checkbox"/> General Partnership _____<br/> <input type="checkbox"/> Limited Partnership _____<br/> <input checked="" type="checkbox"/> Corporation-State Delaware<br/> <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 checked="" type="checkbox"/> No<br/> (Designations must be a separate document from assignment)<br/> Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> |
| <p>3. Nature of conveyance:<br/> <input type="checkbox"/> Assignment      <input type="checkbox"/> Merger<br/> <input type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name<br/> <input checked="" type="checkbox"/> Other Sale of tangible and intangible assets</p> <p>Execution Date: 02/01/2001</p>                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

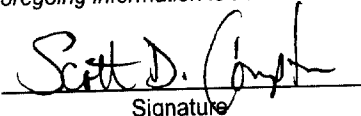
|                                                                                                |                                                                                                                                                              |
|------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>4. Application number(s) or registration number(s):<br/>A. Trademark Application No.(s)</p> | <p>B. Trademark Registration No.(s)<br/>1996009</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:<br/>Name: Paula D. Morris<br/>Internal Address: Paula D. Morris &amp; Associates, P.C.<br/>2925 Briarpark, Suite 930<br/>Street Address: Same<br/>City: Houston State: Texas Zip: 77042</p> | <p>6. Total number of applications and registrations involved: 1</p> <p>7. Total fee (37 CFR 3.41) \$ 40.00<br/> <input checked="" type="checkbox"/> Enclosed<br/> <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number:<br/>50-0997</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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**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            June 24, 2002  
Name of Person Signing      Signature      Date

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

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

TRADEMARK  
REEL: 002542 FRAME: 0284

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.

D.

E.

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)

1.3. 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 evidence 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 \_\_\_\_\_  
Title President

By \_\_\_\_\_  
Title \_\_\_\_\_

Exhibit A  
To  
Purchase And Sale Agreement

Assets

Accounts Receivable

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

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.

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



Photographic Images

-Greyrock shall provide Buyer with a credit of up to \$10,000 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.