

03-07-2001



101629093

2.23.01

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original documents (s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
 - License
 - Security Agreement
 - Nunc Pro Tunc Assignment
 - Merger
 - Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name

Effective
Month Day Year

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of conveying parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment).

03/07/2001 DRYNE 00000149 75775667

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 200.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representatives Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method Enclosed Deposit Account

Deposit

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional Yes No

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. Charges to deposit account are authorized, as indicated herein.

DEBORAH SCHAVEY RUFF
Name of Person Signing

[Signature]
Signature

2/22/01
Date Signed

Additional Names of Conveying Parties

P-SUB CORPORATION
a Delaware Corporation

Schedule A

Pets.com Trademark Asset Summary

TRADEMARK	CLASS(ES)	COUNTRY	APPL. NO. FILING DATE	REG. NO. ISSUE DATE	STATUS AND REMARKS	TTT REF. COUNTRY ATTY(S) HANDLING
BECAUSE PETS CAN'T DRIVE	35 42	AU	830712 04/06/00		Pending	019821-000400AU NW (MAS)
BECAUSE PETS CAN'T DRIVE		CA	1030113 09/24/99		Pending Intent to Use Priority Application No. : 75775667 (08/13/99)	019821-000400CA NW (MAS)
BECAUSE PETS CAN'T DRIVE	28 31 35 41 42	EM	1335470 10/01/99		Pending Priority Application No. : 75775667 (08/13/99) Response	019821-000400EM ML.S NW (MAS)
BECAUSE PETS CAN'T DRIVE	3 18 20 21 28 31 38 42	JP	11-87858 09/30/99		Pending Priority Application No. : 75775667 (08/13/99)	019821-000400JP NW (MAS)
BECAUSE PETS CAN'T DRIVE	35	NZ	612007 04/06/00		Published	019821-000400NZ NW (MAS)
BECAUSE PETS CAN'T DRIVE	35 38 42	US	75775667 08/13/99		Pending Response	019821-000400US ML.S (MAS)
BECAUSE PETS CAN'T DRIVE	42	NZ	612008 04/06/00		Published	019821-000401NZ NW (MAS)
HOW WOW BRUNCH	41	US	75794357 09/09/99		Pending Response to final Office action Due (ext. to 03/18/01) :	019821-002000US JFS (MAS)
EVERYTHING THEY NEED	35 42	US	75882177 12/27/99		Pending Response Due (ext. to 12/16/00) :	019821-002200US L11V (MAS)
KEEP IT COMIN	35	US	75798507 09/14/99		Pending Response	019821-001100US ML.S (MAS)
MORE PRODUCTS THAN A SUPERSTORE DELIVER	28 31 35 41 42	EM	1368281 10/28/99		Pending Priority Application No. : 75788039 (08/30/99) Response	019821-000700EM NW (MAS)
MORE PRODUCTS THAN A SUPERSTORE	3 18 20 21 28 31 38 42	JP	11-92279 10/13/99		Pending Priority Application No. : 75788039 (08/30/99) Reply to inquiry sent 10/11/99 per MJB/ddw. Title continued: DELIVERY TO YOUR DOOR	019821-000700JP NW (MAS)
MORE PRODUCTS THAN A SUPERSTORE ...		CA	1031305 10/05/99		Pending Intent to Use Priority Application No. : 75788039 (08/30/99)	019821-000700CA NW (MAS)
PAW PRINT (1ST) MISC. DESIGN	35 42	AU	840711 04/06/00		Pending	019821-000200AU NW (MAS)
PAW PRINT (1ST) MISC. DESIGN		CA	1022628 07/15/99		Pending Intent to Use	019821-000200CA NW (MAS)
PAW PRINT (1ST) MISC. DESIGN	35 42 41 28 31	EM	1253111 07/20/99		Pending	019821-000200EM NW (MAS)

TRADEMARK	(CLASSES)	COUNTRY	APPL. NO. FILING DATE	REG. NO. ISSUE DATE	STATUS AND REMARKS	TTC REF. COUNTRY ATTY(S) HANDLING
Paw Print (US) Misc. Design	3 18, 20, 21, 28, 31, 38, 42	JP	11-63545 07/16/99	4372396 03/31/00	Registered Next Renewal Due : 03/31/10 Reg. certificate received	019821-000200JP (MAS)
PAW PRINT (IST) MISC. DESIGN	35	NZ	612009 04/06/00		Pending Response Due : 04/14/01	019821-000200NZ NW (MAS)
PAW PRINT (IST) MISC. DESIGN	35 42	US	75/743178 07/06/99		Pending Response	019821-000200US JP'S (MAS)
PAW PRINT (IST) MISC. DESIGN	42	NZ	612010 04/06/00		Pending Response Due : 04/14/01	019821-000201NZ NW (MAS)
PEOPLE HELPING ANIMALS, ANIMALS ...	42	US	75/817169 10/06/99		Pending Notice of allowance Due : 03/05/01	019821-001500US (MAS)
PETS.COM	35 42	AU	830710 04/06/00		Pending	019821-000100AU NW (MAS)
PETS.COM		CA	1022630 07/15/99		Pending Response Due : 02/11/01	019821-000100CA (MAS)
PETS.COM	3 18, 20, 21, 28, 31, 38, 42	JP	11-63544 07/16/99		Pending	019821-000100JP (MAS)
PETS.COM	35 28 31 41 42	EM	1241702 07/12/99		Pending Response Due (ext. to 12/16/00):	019821-000100EM (MAS)
PETS.COM	35	NZ	612005 04/06/00		Pending Response Due : 04/12/01	019821-000100NZ NW (MAS)
PETS.COM	35 42	US	75/737216 06/24/99		Pending Response	019821-000100US MLS (MAS)
PETS.COM	42	NZ	612006 04/06/00		Pending	019821-000101NZ NW (MAS)
PETS.COMMITMENT	36 42	US	75/816742 10/06/99		Pending Notice of allowance Due : 03/05/01	019821-001400US (MAS)

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made as of this 19th day of January, 2001, by and between PETSMART.com, Inc., a Delaware corporation ("Assignee") and P-Sub Corporation, a Delaware Corporation ("Assignor").

WHEREAS, Assignee and Assignor are parties to an Asset Purchase Agreement, dated December 20, 2000 (the "Agreement"), pursuant to which Assignor has agreed to transfer and Assignee has agreed to acquire the trademark registrations/applications identified and set forth on Schedule A attached hereto and incorporated herewith (collectively, the "Marks"), and the goodwill of the business symbolized by the Marks, on the terms and conditions set forth in the Agreement; and

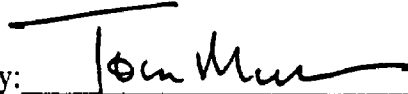
WHEREAS, Assignee wishes to acquire Assignor's entire right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, its successors, legal representatives and assigns, all of Assignor's right, title and interest in and to the Marks, including any rights therein arising under common law, and which includes the use of Marks alone or in combination with other words, figures, designs or indicia, including any rights, title and interest as service marks, trademarks, trade names and all common law rights connected therewith, together with the goodwill of the business symbolized by the Marks and all claims and causes of action relating to infringement of the Marks, the same to be held and enjoyed by Assignee, for its own use and on behalf of its successors, legal representatives and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor, had this assignment not been made.

Assignor will reasonably assist Assignee in obtaining or providing such further documents which may be reasonably required to transfer title of the Marks to Assignee.

Signed at _____ this 19th day of January, 2001.

PETSMART.COM, INC.

By: 
Title: CEO

P-SUB CORPORATION

By: _____
Title: _____

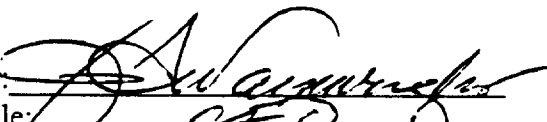
Assignor will reasonably assist Assignee in obtaining or providing such further documents which may be reasonably required to transfer title of the Marks to Assignee.

Signed at _____ this 19th day of January, 2001.

PETSMART.COM, INC.

By: _____
Title: _____

P-SUB CORPORATION

By: 
Title: CEO

Schedule A

P-Sub Trademark Asset Summary

TRADEMARK	CLASS(ES)	COUNTRY	APPL. NO. FILING DATE	REG. NO. ISSUE DATE	STATUS AND REMARKS	TTC REF. COUNTRY ATTY(S) HANDLING
DOORSTEP DELIVERY	39	US	75/852815 11/18/99		Pending Response	019821-004300US MLS (MAS)

4884048

TRADEMARK
REEL: 002245 FRAME: 0264

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made as of this 19th day of January, 2001, by and between PETsMART.com, Inc., a Delaware corporation ("Assignee") and Pets.com, Inc., a Delaware Corporation ("Assignor").

WHEREAS, Assignee and Assignor are parties to an Asset Purchase Agreement, dated December 20, 2000 (the "Agreement"), pursuant to which Assignor has agreed to transfer and Assignee has agreed to acquire the trademark registrations/applications identified and set forth on Schedule A attached hereto and incorporated herewith (collectively, the "Marks"), and the goodwill of the business symbolized by the Marks, on the terms and conditions set forth in the Agreement; and

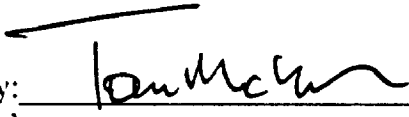
WHEREAS, Assignee wishes to acquire Assignor's entire right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, its successors, legal representatives and assigns, all of Assignor's right, title and interest in and to the Marks, including any rights therein arising under common law, and which includes the use of Marks alone or in combination with other words, figures, designs or indicia, including any rights, title and interest as service marks, trademarks, trade names and all common law rights connected therewith, together with the goodwill of the business symbolized by the Marks and all claims and causes of action relating to infringement of the Marks, the same to be held and enjoyed by Assignee, for its own use and on behalf of its successors, legal representatives and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor, had this assignment not been made.

Assignor will reasonably assist Assignee in obtaining or providing such further documents which may be reasonably required to transfer title of the Marks to Assignee.

Signed at _____ this 19th day of January, 2001.

PETSMART.COM, INC.

By: 
Title: CEO

PETS.COM, INC.

By: _____
Title: _____

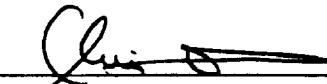
Assignor will reasonably assist Assignee in obtaining or providing such further documents which may be reasonably required to transfer title of the Marks to Assignee.

Signed at _____ this 19th day of January, 2001.

PETSMART.COM, INC.

By: _____
Title: _____

PETS.COM, INC.

By: 
Title: President