

03-24-1999

FORM PTO-1594 (Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)



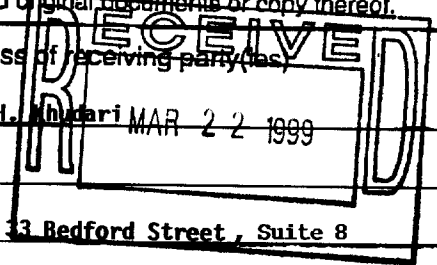
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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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



1. Name of conveying party(ies):

Glow Dog, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State Commonwealth of Massachusetts, Other

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

3. Nature of conveyance:

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

Execution Date: January 27, 1999

2. Name and address of receiving party(ies)

Name: Omar H. Khudari Internal Address: Street Address: 33 Bedford Street, Suite 8 City: Lexington State: MA ZIP: 02173

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, 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

4. Application number(s) or patent number(s): See Exhibit II attached hereto.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Louis J. DiFronzo, Jr. Esquire

Internal Address:

Street Address: Chappell Cohen DiFronzo & Zinnershine 99 Summer Street

City: Boston State: MA ZIP: 02110

03/24/1999 DNGUYEN 00000155 75540193

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41) \$ 265.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

FC:481 40.00 OP FC:482 225.00 OP

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.

Louis J. DiFronzo, Jr., Esquire Name of Person Signing

Signature

March 19, 1999 Date

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

**EXHIBIT II**

**Trademarks**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
GLOW CAT	75/540,193	8/20/98
GLOW CAT, plus design	75/565,108	10/5/98
GLOW DOG	75/370,208	10/08/97
GLOW DOG	75/369,319	10/07/97
GLOW DOG, plus design	75/370,142	10/08/97
GLOW DOG, plus design	75/369,318	10/7/97
GLOW KIDZ	75/536,080	8/17/98
GOPET	75/536,834	8/17/98
PAWS & TALES	75/369,317	10/7/97
SAFETY PAWS	75/553,156	9/15/98

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement is entered into as of January 27, 1999 by and between OMAR H. KHUDARI ("Lender") and GLOW DOG, INC. ("Grantor").

**RECITALS**

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Convertible Secured Note and Warrant Purchase Agreement by and between Lender and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

**AGREEMENT**

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Trademarks listed on Schedule C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

GLOW DOG, INC.

Address of Grantor:

50 Beharrell Street  
Concord, MA 01742  
Attn: Beth Marcus, President

By: Beth Marcus  
Title: President

LENDER:

OMAR H. KHUDARI

Address of Lender:

33 Bedford St, Suite 8  
Lexington, MA 02173

By: Omar H. Khudari  
Title: \_\_\_\_\_

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
GLOWDOG 98.01 – P	60/090,225	98/06/22
GLOWDOG 98.02 – P	60.090,226	98/06/22
GLOWDOG 98.03 – P	60/106,478	98/10/30

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
GLOW CAT	75/540,193	8/20/98
GLOW CAT, plus design	75/565,108	10/5/98
GLOW DOG	75/370,208	10/08/97
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