

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Glow Industries, Inc.		07/01/2004	CORPORATION:

RECEIVING PARTY DATA	
Name:	Glow Acquisition Company, LLC
Street Address:	c/o Murphy & Kress, Inc., 2401 Main Street
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90405
Entity Type:	Limited Liability Company:

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Serial Number:	75693513	GLOW

CORRESPONDENCE DATA	
Fax Number:	(212)318-6847
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(212)318-6037
Email:	rls@paulhastings.com
Correspondent Name:	Robert L. Sherman
Address Line 1:	75 East 55th Street
Address Line 4:	New York, NEW YORK 10022-3205

NAME OF SUBMITTER:	Ananya Dash
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Total Attachments: 1 source=Image001#page1.tif
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**ASSIGNMENT**

**WHEREAS**, Glow Industries, Inc., a corporation organized and existing under the laws of California, located at 630 Ashland Avenue, Santa Monica, California 90405 ("Assignor"), is the owner of the trademark GLOW (hereinafter the "Mark") and U.S. Trademark Application Serial No. 75/693,513 for the Mark for (i) skin soaps, bubble bath, skin lotions and skin moisturizers in International Class 3, and (ii) candles in International Class 4 (hereinafter the "Application"); and

**WHEREAS**, Glow Acquisition Company, LLC, a limited liability company organized and existing under the laws of Delaware with a business address c/o Paul, Hastings, Janofsky & Walker, LLP, 75 East 55th Street New York, NY 10022, Attention: Robert L. Sherman, Esq. ("Assignee"), wishes to acquire all right, title and interest in and to the Mark including the goodwill symbolized by the Mark.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, absolutely and forever, its entire right, title and interest, whether statutory or at common law, throughout the world, in and to the Mark and the Application, together with the goodwill of the business symbolized by the Mark, all causes of action for previously occurring infringements of the rights being assigned and the right to receive and retain the proceeds relating to those infringements, and all of Assignor's other rights and interests in the Mark and the Application. This assignment shall be effective as of the date of the sworn statement certifying Glow Industries' discontinuation of use of the Mark, or in any event, no later than July 1, 2004.

Dated: July 1, 2004

GLOW INDUSTRIES, INC.

By: 

Name: Fern Williamson

Title: President

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