

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Glow Dog, Inc.		01/28/2002	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Reflec USA Corp.		
<b>Street Address:</b>	200 Homer Ave. Suite 6B		
<b>City:</b>	Ashland		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01721		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2248946	GLOW DOG	
Registration Number:	2444815	GLOW CAT	
Registration Number:	2416101	GLOW DOG	
Registration Number:	2455869	GLOW CAT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)646-8646		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617-646-8000		
<b>Email:</b>	drwtrademarks@wolfgreenfield.com		
<b>Correspondent Name:</b>	Douglas R. Wolf		
<b>Address Line 1:</b>	600 Atlantic Avenue		
<b>Address Line 2:</b>	Wolf Greenfield		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02210		
<b>NAME OF SUBMITTER:</b>	Douglas R. Wolf		
<b>Signature:</b>	/drw/		

CH \$115.00 2248946

Date:

07/29/2005

**Total Attachments: 2**

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**BILL OF SALE**

January 28, 2002

FOR GOOD AND VALUABLE CONSIDERATION, and in consideration of the payment of the Purchase Price pursuant to, and the other consideration set forth in, that certain Asset Purchase Agreement (the "Agreement"), dated the date hereof between Glow Dog, Inc., a Delaware corporation (the "Seller"), and Reflec USA Corp. (the "Buyer"), the Seller hereby sells, assigns and transfers to the Buyer, all its right, title and interest in and to those assets described as follows (the "Assets"):

- (i) The "Inventory", as defined in the Agreement.
- (ii) The "Other Assets" described in the Agreement.
- (iii) The electronic data described in the Agreement.
- (iv) The Seller's trademarks, including but not limited to the trade name "Glow Dog".
- (v) The Seller's pending orders described in the Agreement.
- (vi) The Seller's pre-paid expenses described in the Agreement.
- (vii) The Seller's telephone numbers and Uniform Resource Locators (URLs).

EXCLUDING, HOWEVER, the Seller's Accounts Receivable and the Excluded Assets, as such terms are defined in the Agreement.

The Buyer does not hereby assume any liabilities of the Seller, except as specifically set forth in and only pursuant to the provisions of the Agreement.

Upon delivery of this Bill of Sale, all right, title and interest of the Seller in the Assets shall be vested in the Purchaser.

This Bill of Sale shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and is intended to take effect as a sealed instrument.

Witness:

P. R. Smith

SELLER:

By: Beth Marcus  
Beth Marcus, President

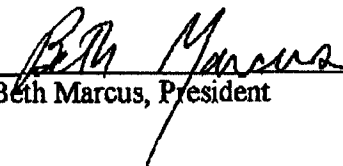
**GLOW DOG, INC.**

**OFFICER'S CERTIFICATE**

The undersigned, Beth Marcus, President of Glow Dog, Inc., a Delaware corporation (the "Seller"), hereby certifies to Reflec USA Corp. (the "Buyer"), pursuant to that certain Asset Purchase Agreement (the "Agreement"), dated the date hereof between the Seller and the Buyer, that:

1. Except as disclosed in the Agreement and the schedules thereto, Seller's representations and warranties contained in the Agreement are true and correct in all material respects at the date hereof as though such representations and warranties were made on this date.
2. Seller has performed and complied in all material respects with all agreements and conditions required by the Agreement to be performed or complied with by it prior to the date hereof, including but not limited to the delivery of all items described in paragraph 2.2(A) of the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of this 28th day of January, 2002.

  
Beth Marcus, President