

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies): Young & Rubicam Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

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

2. Name and address of receiving party(ies)

Name: Y & R Properties Inc. Internal Address: Street Address: 1001 Front Street City: San Francisco State: CA Zip: 94111

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State of Delaware Other

If assignor 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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: January 1, 1998

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2158964

Additional number(s) attached Yes No

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

Name: Joy J. Wildes

Internal Address: DAVIS & GILBERT LLP

Street Address: 1740 Broadway

City: New York State: NY Zip: 10019

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

502293

DO NOT USE THIS SPACE

9. Signature.

Joy J. Wildes Name of Person Signing

Joy J. Wildes Signature

March 18, 2003 Date

Total number of pages including cover sheet, attachments, and document: 4

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

ASSIGNMENT

WHEREAS, YOUNG & RUBICAM INC., a Delaware corporation with a principal place of business at 285 Madison Avenue, New York, NY 10017 (hereinafter "Assignor"), is the owner of the mark listed in the attached Schedule "A" which is registered in the United States Patent and Trademark Office;

WHEREAS, Y&R PROPERTIES INC., a Delaware corporation with a principal place of business at 1001 Front Street, San Francisco, CA 94111 (hereinafter "Assignee"), was desirous of acquiring said mark and said registration thereof;

WHEREAS, the parties intend to confirm that effective January 1, 1998, Assignor assigned unto Assignee all right, title and interest in and to said mark, together with the goodwill of the business symbolized by the mark, and the registration on the attached Schedule "A" and all rights to damages or profits, due or accrued, arising out of past infringement of said mark or injury to said goodwill, and the right to sue for and recover the same in the Assignee's own name.

THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties reaffirm and ratify said assignment upon the aforesaid terms and conditions as of January 1, 1998.

IN WITNESS WHEREOF, this Assignment has been executed effective as of January 1, 1998.

YOUNG & RUBICAM INC.

By: _____

Name: Peter Law-Gisviko
Title: CFO

Y&R PROPERTIES INC.

By: _____

Name:
Title:

ASSIGNMENT

WHEREAS, YOUNG & RUBICAM INC., a Delaware corporation with a principal place of business at 285 Madison Avenue, New York, NY 10017 (hereinafter "Assignor"), is the owner of the mark listed in the attached Schedule "A" which is registered in the United States Patent and Trademark Office;

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THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties reaffirm and ratify said assignment upon the aforesaid terms and conditions as of January 1, 1998.

IN WITNESS WHEREOF, this Assignment has been executed effective as of January 1, 1998.

YOUNG & RUBICAM INC.

By: _____
Name:
Title:

Y&R PROPERTIES INC.

By: Shahram Alami
Name: Shahram Alami
Title: Vice President

SCHEDULE A

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
MARSTELLER ADVERTISING	2158964	19-May-1998