

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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

1. Name of conveying party(ies):
Media Syndication Global, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation (New York)
 Other _____

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

2. Name and Address of receiving party(ies)

Name: Media Solution Services, LLC

Address: 440 Park Avenue South
New York, New York 10016

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation _____
 Other - Delaware Limited Liability Company

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: October 7, 2004

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

A. Trademark Application No.(s) See attached

B. Trademark Registration No.(s) See attached

Additional numbers attached? Yes No

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

Hayley Smith, Senior Legal Assistant
Kirkland & Ellis LLP
153 East 53rd Street
New York, NY 10022-4675
(212) 446-4800 (Phone)
(212) 446-4900 (Fax)

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41)..... \$ 315
 Enclosed
 Authorized to be charged to Deposit Account

8. Charge to Deposit Account No. 111098
(Attach duplicate copy of this page if paying by deposit account)

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.

Hayley Smith Hayley Smith 10/21/04
 Name of Person Signing Signature Date

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

CH \$315.00 111098 76897955

SCHEDULE TO RECORDATION COVER SHEET

| Mark | App/Reg. No. | App/Reg. Date |
|------------------------------|--------------|---------------|
| PREFERRED CUSTOMERS GUILD | 1754629 | 02/23/93 |
| DENT NO MORE | 2355739 | 06/06/00 |
| WHOLEFIT | 2556959 | 04/02/02 |
| BELLA MARCELLO | 2628749 | 10/01/02 |
| GREATBUYUSA.COM | 2647491 | 11/05/02 |
| GREATBUYUSA | 2652880 | 11/19/02 |
| SCREEN TOP | 2709671 | 04/22/03 |
| FLEXHOSE | 2719262 | 05/27/03 |
| SWITCHBOARD | 2765871 | 09/16/03 |
| SUMMIT GALLERY | 75/897955 | 1/18/00 |
| CO-PILOT | 76/160798 | 11/07/00 |
| MAGNA-HOSE | 76/483149 | 01/17/03 |

TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT**, dated as of October 7, 2004, is by and between Media Syndication Global, Inc., a New York corporation ("Assignor"), and Media Solution Services, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, pursuant to a Contribution and Membership Interest Purchase Agreement, dated as of October 7, 2004 (the "Purchase Agreement"), by and among Assignor, Assignee, Snyder Communications, Inc. and MSS Media Holdings, LLC, Assignor has agreed to transfer, assign and convey to Assignee and Assignee has agreed to accept from Assignor, for the consideration and upon the terms and conditions set forth in the Purchase Agreement, all of Assignor's right, title and interest in and to the trademarks set forth on Annex I attached hereto, including, without limitation, all registrations, registration applications and renewals in connection with the trademarks and the goodwill represented thereby (collectively, the "Intellectual Property").


NOW, THEREFORE, pursuant to the Purchase Agreement and in consideration of the mutual covenants and agreements contained therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Assignment. Assignor hereby sells, transfers, assigns and conveys to Assignee all of its right, title and interest in and to the Intellectual Property and any and all rights, claims and causes of action held by or inuring to the benefit of Assignor in respect thereof.
2. The Purchase Agreement. This Trademark Assignment is subject in all respects to the terms and conditions of the Purchase Agreement and it is intended to effect the assignment of the Intellectual Property as contemplated therein. Nothing contained in this Trademark Assignment shall be deemed to supersede any of the obligations, agreements, representations, covenants or warranties of Assignee, Assignor or Parent contained in the Purchase Agreement.
3. Incorporation of Article X of Purchase Agreement. For the avoidance of doubt, the general provisions of Article X of the Purchase Agreement shall be incorporated herein by this reference and shall apply to this Trademark Assignment as if set forth at length herein, and references therein to "this Agreement" shall include and be deemed to include this Trademark Assignment.
4. Counterparts. This Trademark Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Assignment by telecopier shall be effective as delivery of a manually executed counterpart of this Trademark Assignment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment
on the date first above written.

MEDIA SYNDICATION GLOBAL, INC.

By: 
Name: Iain Ferguson
Title: Vice President

MEDIA SOLUTION SERVICES, LLC

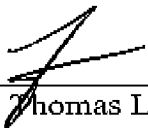
By: _____
Name: Thomas L. Tuttle
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment on the date first above written.

MEDIA SYNDICATION GLOBAL, INC.

By: _____
Name: Iain Ferguson
Title: Vice President

MEDIA SOLUTION SERVICES, LLC

By:  _____
Name: Thomas L. Tuttle
Title: Vice President

ACKNOWLEDGMENT

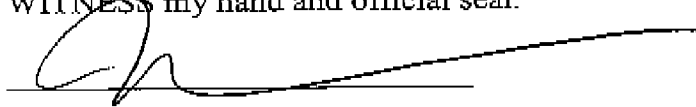
STATE OF New York)

) ss.:

COUNTY OF New York)

On this 6 day of October, 2004, before me came Iain Ferguson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the VP of MEDIA SYNDICATION GLOBAL, INC., a New York corporation, and acknowledged to me that he/she executed the foregoing Trademark Assignment in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Notary's Signature

JOLIE M. MINGOIA
Notary Public, State of New York
No. 02M16073841
Qualified in New York County
Commission Expires April 29, 2008

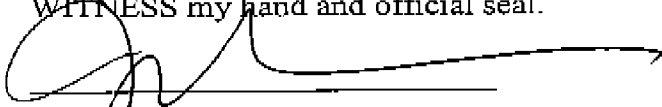
STATE OF New York)

) ss.:

COUNTY OF New York)

On this 6 day of October, 2004, before me came Thomas L Tuttle, personally known to me (or proved to me on the basis of satisfactory evidence) to be the VP of MEDIA SOLUTION SERVICES, LLC, a Delaware limited liability company, and acknowledged to me that he/she executed the foregoing Trademark Assignment in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Notary's

JOLIE M. MINGOIA
Notary Public, State of New York
No. 02M16073841
Qualified in New York County
Commission Expires April 29, 2008

Signature

ANNEX 1

| Country | Mark | App/Reg. No. | App/Reg. Date |
|----------------|------------------------------|--------------|---------------|
| U.S. | MAGNA-HOSE | 76483149 | 01/17/03 |
| U.S. | SWITCHBOARD | 2765871 | 09/16/03 |
| U.S. | SCREEN TOP | 2709671 | 04/22/03 |
| U.S. | GREATBUYUSA.COM | 2647491 | 11/05/02 |
| U.S. | WHOLEFIT | 2556959 | 04/02/02 |
| U.S. | BELLA MARCELLO | 2628749 | 10/01/02 |
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| U.S. | CO-PILOT | 76160798 | 11/07/00 |
| U.S. | GREATBUYUSA | 2652880 | 11/19/02 |
| U.S. | SUMMIT GALLERY | 75/897955 | 1/18/00 |
| Canada | GREATBUYS CANADA | 1173362 | 04/02/03 |
| Canada | GREATBUYS CANADA.CA | 1173363 | 04/02/03 |
| Germany | SWITCHBOARD | 302158456 | 04/02/02 |
| Euro. Comm. | CO-PILOT | 2200335 | 06/07/02 |