

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Media Syndication Global, Inc.		10/07/2004	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Media Solution Services, LLC		
Street Address:	440 Park Avenue South		
Internal Address:	6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1754629	PREFERRED CUSTOMERS GUILD	
CORRESPONDENCE DATA			
Fax Number:	(215)965-1210		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	215.965.1241		
Email:	nbarlas@akingump.com, agillespie@akingump.com		
Correspondent Name:	Ned E. Barlas (681456.5003)		
Address Line 1:	2005 Market Street		
Address Line 2:	One Commerce Square, Suite 2200		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Ned E. Barlas		
Signature:	/Ned E. Barlas/		
Date:	04/27/2005		

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TRADEMARK
REEL: 003075 FRAME: 0404

Total Attachments: 5

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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

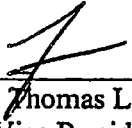
Title: Vice President

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)

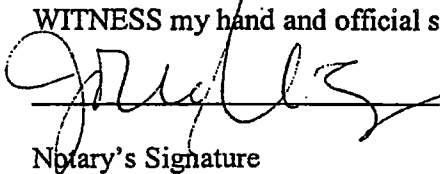
) ss.: ,

COUNTY OF NEW York)

On this 6th 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 Vice President 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.

(SEAL)


Notary's Signature

JOLIE M. MINGOIA
Notary Public, State of New York
No. 02MI6073841
Qualified in New York County
Commission Expires April 29, 2008

STATE OF New York)

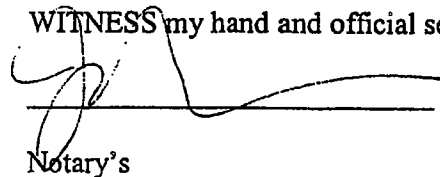
) ss.: ,

COUNTY OF New York)

On this 6th 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 Vice President 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.

(SEAL)


Notary's

JOLIE M. MINGOIA
Notary Public, State of New York
No. 02MI6073841
Qualified in New York County
Commission Expires April 29, 2008

Signature

ANNEX I

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
U.S.	FLEXIHOSE	2719262	05/27/03
U.S.	DENT NO MORE	2355739	06/06/00
U.S.	PREFERRED CUSTOMERS GUILD	1754629	02/23/93
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	GREATBUYSCANADA	1173362	04/02/03
Canada	GREATBUYSCANADA.CA	1173363	04/02/03
Germany	SWITCHBOARD	302158456	04/02/02
Euro. Comm.	CO-PILOT	2200335	06/07/02