

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
V12 Group LLC		03/24/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Media Syndication Global, LLC
Street Address:	242 Fifth Avenue
Internal Address:	Fifth Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10016
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	78595274	AQUANOZZLE
Serial Number:	76160798	CO-PILOT
Serial Number:	78544768	WONDER TROLLEY
Registration Number:	2765871	SWITCHBOARD
Registration Number:	2652880	GREATBUYUSA
Registration Number:	2647491	GREATBUYUSA.COM
Registration Number:	2719262	FLEXIHOSE
Registration Number:	2556959	WHOLEFIT
Registration Number:	2628749	BELLA MARCELLO
Registration Number:	2709671	SCREEN TOP
Registration Number:	2355739	DENT NO MORE
Registration Number:	1754629	PREFERRED CUSTOMERS GUILD
Serial Number:	75897955	SUMMIT GALLERY

CH \$390.00 78595274

Serial Number:	78831595	MEDIA SYNDICATION GLOBAL, LLC
Serial Number:	78830345	MSG

CORRESPONDENCE DATA

Fax Number: (310)203-0567
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3102038080
Email: trademarkdocket@jmbm.com
Correspondent Name: Victor K. Sapphire
Address Line 1: 1900 Avenue of the Stars
Address Line 2: Seventh Floor
Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	63636-0007
NAME OF SUBMITTER:	Victor K. Sapphire
Signature:	/victor k sapphire/
Date:	03/31/2006

Total Attachments: 5
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TRADEMARK ASSIGNMENT

WHEREAS, V12 Group LLC ("Assignor") holds rights to the trademarks (the "Marks") and associated U.S. federal trademark Registrations and pending Applications and the associated CTM Registration identified in the attached Schedule 2.1(h) (collectively, the "Registrations and Applications").

WHEREAS, Media Syndication Global, LLC ("Assignee") desires to acquire all of Assignor's right, title and interest in and to the Marks and the Registrations and Applications.

WHEREAS, Pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), by and between Seller and Buyer, Seller has agreed to sell to Buyer and Buyer has agreed to purchase from Seller, for the consideration and upon the terms and conditions set forth in the Purchase Agreement, the Marks and the Registrations and Applications.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Each capitalized term used but not defined in this Trademark Assignment shall have the meaning ascribed to it in the Purchase Agreement.

2. Effective as of the Closing, Assignor does hereby sell, assign, transfer and convey to Assignee, and Assignee does hereby accept from Assignor, all of Assignor's right, title and interest in and to the Marks, the Registrations and Applications and the goodwill represented by the Marks, free and clear of all Liens, together with the right to bring and prosecute any claims or causes of action for past infringement of the Marks or the Registrations and Applications.

3. Nothing in this Trademark Assignment shall be deemed to supersede, enlarge or modify any of the provisions of the Purchase Agreement, all of which survive the execution and delivery of this Trademark Assignment as provided and subject to the limitations set forth in the Purchase Agreement. If any conflict exists between the terms of this Trademark Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

4. This Trademark Assignment shall be effective as of the Closing.

5. This Trademark Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6. The United States Patent and Trademark Office and the European Community Trademark Office are hereby authorized to deliver to Assignee, its attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

[Signatures on following page]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed and delivered as of March 24, 2006.

Assignor

V12 GROUP LLC,
a Delaware limited liability company

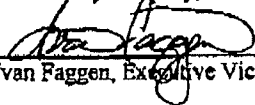
By: _____
Name: _____
Title: _____

Assignee

MEDIA SYNDICATION GLOBAL, LLC
a Delaware limited liability company

By: MEDIA SYNDICATIONS INVESTORS, LLC
a Delaware limited liability company, its Managing Member

By: TPCP INVESTMENTS XII, LLC, a Delaware
limited liability company, its Managing Member

By: 
Ivan Faggen, Executive Vice President

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed and delivered as of March 24, 2006.

Assignor

V12 GROUP LLC,
a Delaware limited liability company

By: [Signature]
Name: Robert T. Lee
Title: CEO + Corp Secretary

Assignee

MEDIA SYNDICATION GLOBAL, LLC
a Delaware limited liability company

By: MEDIA SYNDICATIONS INVESTORS, LLC
a Delaware limited liability company, its Managing Member

By: TPCP INVESTMENTS XII, LLC, a Delaware
limited liability company, its Managing Member

By: _____
Ivan Faggen, Executive Vice President

7041999.1

Schedule 2.1(h)

Trademark Applications and Registrations

A. U.S. Trademark Registrations and Applications¹

<u>MARKS</u>	<u>REGISTRATION/ APPL. NO.</u>	<u>STATUS</u>	<u>OWNER</u>
AQUANOZZLE	78/595,274	Pending, Intent to Use	Media Solution Services, LLC
CO-PILOT	76/160,798	Pending, Intent to Use. Opposition Pending	Media Solution Services, LLC
WONDER TROLLEY	78/544,768	Pending, Intent to Use	Media Solution Services, LLC
SWITCHBOARD	2,765,871	Registered, Supplemental Register	Media Solution Services, LLC
GREATBUYUSA	2,652,880	Registered	Media Solution Services, LLC
GREATBUYUSA.COM	2,647,491	Registered, Supplemental Register	Media Solution Services, LLC
FLEXIHOSI	2,719,262	Registered	Media Solution Services, LLC
WHOLFFIT	2,556,959	Registered	Media Solution Services, LLC
BELLA MARCELLO	2,628,749	Registered	Media Solution Services, LLC
SCREEN TOP	2,709,671	Registered	Media Solution Services, LLC
DENT NO MORE	2,355,739	Registered	Media Solution Services, LLC
PREFERRED CUSTOMERS GUILD	1,754,629	Registered	Media Solution Services, LLC
SUMMIT GALLERY	75,897,955	Pending, Intent to Use	Media Solution Services, LLC
MEDIA SYNDICATION GLOBAL, LLC	78/831,595	Pending, Intent to Use	V12 Group, LLC
MSG	78/830,345	Pending, Intent to Use	V12 Group, LLC

B. Non-U.S. Trademark Registration

<u>MARKS</u>	<u>JURISDICTION</u>	<u>REGISTRATION/ APPL. NO.</u>	<u>STATUS</u>	<u>OWNER</u>
CO-PILOT	CTM (EU)	76/160,798	Registered	Media Solutions Services

¹ For purposes of clarity, Seller was previously known as "Media Solution Services, LLC" before a name change was filed with the Delaware Secretary of State on October 4, 2005.