

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Zyman Company, Inc.		03/31/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Zyman Group, LLC
Street Address:	950 East Paces Ferry Road, N.E.
Internal Address:	Suite 3300
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30326
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	76561204	ZYMAN MANIFESTO
Registration Number:	2560225	EMPOWERING WORLD CLASS MARKETING
Registration Number:	2574458	TEOMAWKI
Registration Number:	2560277	THE END OF MARKETING AS WE KNOW IT
Registration Number:	2725056	Z
Registration Number:	2554051	Z GROUP
Registration Number:	2922261	ZYMAN GROUP

CORRESPONDENCE DATA

Fax Number: (404)815-6555
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 4048156500
 Email: tmadmin@kilpatrickstockton.com
 Correspondent Name: William H. Brewster, Kilpatrick Stockton
 Address Line 1: 1100 Peachtree Street

OP \$190.00 76561204

Address Line 2: Suite 2800
Address Line 4: Atlanta, GEORGIA 30309-4530

ATTORNEY DOCKET NUMBER:	40197.295007
NAME OF SUBMITTER:	Maria Baratta
Signature:	/Maria Baratta/
Date:	06/21/2007

Total Attachments: 4
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is effective this 31st day of March, 2005, by and between Zyman Company, Inc., a Delaware corporation ("Assignor"), and Zyman Group, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of all of the right, title and interest in and to the service mark applications and registrations (collectively, the "Intellectual Property") listed on the attached Schedule A, together with the goodwill of Assignor's business appertaining thereto;

WHEREAS, Assignee is desirous of acquiring the Intellectual Property; and

WHEREAS, Assignor has agreed to assign its rights, title and interest in and to the Intellectual Property and all of the goodwill associated therewith to Assignee as set forth in this Agreement, and Assignee hereby accepts said assignment subject to the terms and conditions hereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Intellectual Property, together with the goodwill of the business connected therewith, to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, the same as would have been held and enjoyed by Assignor if this assignment and sale had not been made; rights as Assignee include the entire right, title and interest of Assignor therein and in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned under this Agreement.

The Assignment shall be effective as of the closing of the transactions contemplated by that certain Membership Unit Purchase Agreement (the "Purchase Agreement"), dated as of April 1, 2005, by and among ZG Acquisition Inc., MDC Partners, Inc., a corporation organized under the laws of Canada, Assignor, Assignee, and the Management Sellers party thereto.

Assignee hereby waives on behalf of itself and its present and future direct and indirect equity holders any breach of express or implied representation or warranty or covenant that it may have under this Intellectual Property Assignment, it being understood that it is the intent of the parties to the Purchase Agreement that all representations and warranties regarding the Intellectual Property in favor of the future direct and indirect equity holders of Assignee be set forth in Section 3.14 of the Purchase Agreement, and that any claims in respect thereof be made in accordance with, and subject to the limitations set forth in, Article VIII of the Purchase Agreement.

Assignor shall, without further consideration, comply with a request by Assignee to execute promptly any additional documents prepared by Assignee in order to protect, secure and vest good, valid and marketable title to the Intellectual Property in Assignee in all applicable

nations, and any additional documents prepared by Assignee in order to record this Agreement with all appropriate authorities in such nations.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ZYMAN COMPANY INC.

ZYMAN GROUP, LLC

By: [Signature]

By: [Signature]

Name: Sergio Zymun

Name: Sergio Zymun

Title: President

Title: Manager

Date: March 31, 2005

Date: March 31, 2005

SCHEDULE A

Country	Mark	App. No. App. Date	Reg. No. Reg. Date	Status
Argentina	ZYMAN GROUP	2564481 Jan 3, 2005	2099811 Jul 18, 2006	Registered
Brazil	ZYMAN GROUP	827140452 Jan 28, 2005		Published
Canada	ZYMAN GROUP	1241736 Dec 22, 2004		Allowed
Chile	ZYMAN GROUP	647897 May 24, 2004		Pending
Colombia	ZYMAN GROUP	4047418 May 21, 2004	293725 Jan 24, 2005	Registered
European Community (OHIM)	Z GROUP	2085769 Feb 13, 2001	2085769 Mar 13, 2002	Registered
European Community (OHIM)	ZYMAN GROUP	004237269 Jan 11, 2005	004237269 Feb 9, 2006	Registered
Mexico	ZYMAN GROUP	809632 Sep 28, 2006		Pending
Switzerland	ZYMAN GROUP	588972004 Dec 24, 2004	531283 Mar 4, 2005	Registered
U.S.A.	EMPOWERING WORLD CLASS MARKETING	76094789 Jul 24, 2000	2560225 Apr 9, 2002	Registered
U.S.A.	TEOMAWKI	76114957 Aug 22, 2000	2574458 May 28, 2002	Registered
U.S.A.	THE END OF MARKETING AS WE KNOW IT	76114323 Aug 22, 2000	2560277 Apr 9, 2002	Registered
U.S.A.	Z (stylized) 	76154262 Oct 26, 2000	2725056 Jun 10, 2003	Registered
U.S.A.	Z GROUP	76108890 Aug 14, 2000	2554051 Mar 26, 2002	Registered
U.S.A.	ZYMAN GROUP (stylized) ZYMAN GROUP	76564329 Nov 24, 2003	2922261 Feb 1, 2005	Registered
U.S.A.	ZYMAN MANIFESTO	76561204 Nov 7, 2003		Allowed
Venezuela	ZYMAN GROUP	2004007568 May 24, 2004		Pending