

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	03/31/2005

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: 6

Property Type	Number	Word Mark
Registration Number:	2624799	ZINSIGHTS
Registration Number:	2554081	ZLEARNING
Registration Number:	2557199	ZMARKETING
Registration Number:	2725152	ZMG
Registration Number:	2743246	ZYMAN MARKETING GROUP
Registration Number:	2725156	ZYMAN MARKETING GROUP

CORRESPONDENCE DATA

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

OP \$165.00 2624799

Address Line 1: 1100 Peachtree Street, N.E.
Address Line 2: Suite 2800
Address Line 4: Atlanta, GEORGIA 30309-4530

ATTORNEY DOCKET NUMBER:	40197.248800
NAME OF SUBMITTER:	Olivia Maria Baratta
Signature:	/Maria Baratta/
Date:	07/03/2007

Total Attachments: 5
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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

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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 Zymann

Name: Sergio Zymann

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
Argentina	ZYMAN MARKETING GROUP	2344037 Jun 28, 2001	1955019 Oct 14 2003	Registered
Australia	ZYMAN MARKETING GROUP	880567 Jun 27, 2001	880567 Jun 27, 2001	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
Chile	ZYMAN MARKETING GROUP	104642 Oct. 19, 2001	632097 Jun 7, 2002	Registered
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)	ZMARKETING	1825645 Aug 25, 2000	1825645 Nov 20, 2001	Registered
European Community (OHIM)	ZYMAN GROUP	004237269 Jan 11, 2005	004237269 Feb 9, 2006	Registered
European Community (OHIM)	ZYMAN MARKETING GROUP	2275519 Jun 25, 2001	2275519 Jan 13, 2003	Registered
Mexico	ZYMAN GROUP	809632 Sep 28, 2006		Pending
Mexico	ZYMAN MARKETING GROUP	493205 Jun 28, 2001	795387 Jun 13, 2003	Registered
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

Country	Mark	App. No. App. Date	Reg. No. Reg. Date	Status
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.	ZINSIGHTS	76345754 Dec 4, 2001	2624799 Sep 24, 2002	Registered
U.S.A.	ZLEARNING	76130937 Sep 19, 2000	2554081 Mar 26, 2002	Registered
U.S.A.	ZMARKETING	76060449 May 31, 2000	2557199 Apr 2, 2002	Registered
U.S.A.	ZMG	76188098 Dec 28, 2000	2725152 Jun 10, 2003	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
U.S.A.	ZYMAN MARKETING GROUP	76188075 Dec 28, 2000	2743246 Jul 29, 2003	Registered
U.S.A.	ZYMAN MARKETING GROUP (Stylized) 	76189038 Jan 3, 2001	2725156 Jun 10, 2003	Registered
Venezuela	ZYMAN GROUP	2004007568 May 24, 2004		Pending