

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	CONTRIBUTION		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Red Farm Studio, LLC		08/10/2007	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Quadriga Art, LLC		
<b>Street Address:</b>	30 East 33rd Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10016		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75282370	ART OF THE SEA	
<b>Serial Number:</b>	73414694	RED FARM STUDIO	
<b>Serial Number:</b>	73093586	KIM'S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)755-7306		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-326-3939		
<b>Email:</b>	NYTEF@JONESDAY.COM		
<b>Correspondent Name:</b>	JONES DAY		
<b>Address Line 1:</b>	222 EAST 41ST STREET		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>NAME OF SUBMITTER:</b>	Nancy A. Zoubek		
<b>Signature:</b>	/Nancy A Zoubek/		

**CH \$90.00 75282370**

Date:

08/10/2007

**Total Attachments: 5**

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## CONTRIBUTION AGREEMENT

This Contribution Agreement (the "Agreement") is made effective as of August 10, 2007, by and among Red Farm Studio, LLC, a Delaware limited liability company ("Red Farm"), QA Master Holdings, LLC, a Delaware limited liability company ("QA Master"), and Quadriga Art, LLC, a Delaware limited liability company ("QA LLC").

### RECITALS

1. QA LLC is the indirect wholly owned subsidiary of QA Master.
2. Red Farm deems it advisable and in its best interests to make a voluntary contribution (the "Contribution") of the assets of Red Farm to QA LLC as a capital contribution to, and in exchange for equity interests in, QA Master.

### AGREEMENT

The parties, intending to be legally bound, agree as follows:

1. Contribution of Assets. Red Farm hereby contributes to the capital of QA Master by conveying, transferring, granting and assigning to QA LLC, without recourse or warranty of any kind, express or implied, all rights, properties, assets and businesses of every kind, nature and description, which are owned, used or held for use by Red Farm, whether owned or leased, and wherever located, by Red Farm or in which Red Farm has any rights, title or interest, other than the excluded assets listed on Schedule A attached hereto.
2. Assumption of Liabilities. QA LLC agrees to assume and pay, discharge, perform or otherwise satisfy the following, and only the following, liabilities and obligations of Red Farm according to their respective terms: (a) all trade accounts payable (or similar categorization) and other current liabilities included in working capital, (b) all liabilities to the extent arising out of the operation of the business after the date hereof, and (c) all obligations of Red Farm or any of its affiliates arising or payable after the date hereof under any assumed contract.
3. Further Assurances. Red Farm, for itself and its successors and assigns, further covenants and agrees that Red Farm, and its successors and assigns shall do or cause to be done all such further acts and shall execute, acknowledge and deliver, or shall cause to be executed, acknowledged and delivered, any and all such further assignments, transfers and conveyances, powers of attorney and assurances as QA LLC, QA Master, or their respective successors and assigns may reasonably require to carry out the transaction contemplated by this Agreement.
4. Successors and Assigns. This Agreement shall be binding upon the parties and their respective successors and assigns, and shall inure to the benefit of the parties and their respective successors and assigns.

5. Applicable Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the substantive laws of New York without giving effect to any conflict of law rules or principles that might result in the application of the laws of another jurisdiction.

6. No Third Party Beneficiaries. No third party is intended to be, or shall be deemed to be, a beneficiary of any provision of this Agreement.

7. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constitute, collectively, one agreement.

8. Titles and Captions. All article or section titles or captions in this Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions hereof or affect in any way the meaning or interpretation of this Agreement.

*[Signature Page Follows]*

The parties have executed and delivered this Agreement as of the date and year first above written.

RED FARM STUDIO, LLC

By: R. Mark Schulhof  
Name: R. Mark Schulhof  
Title: Co-Chief Executive Officer

QA MASTER HOLDINGS, LLC

By: R. Mark Schulhof  
Name: R. Mark Schulhof  
Title: President

QUADRIGA ART, LLC

By: R. Mark Schulhof  
Name: R. Mark Schulhof  
Title: President

**SCHEDULE A**

**EXCLUDED ASSETS**

# EXHIBIT A

Description \_\_\_\_\_

The name - "Reproducta"