

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	DISTRIBUTION		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quadriga Art, LLC		08/10/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Quadriga Art II, Inc.		
Street Address:	30 East 33rd Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0893776	REPRODUCTA	
CORRESPONDENCE DATA			
Fax Number:	(212)755-7306		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-326-3939		
Email:	NYTEF@JONESDAY.COM		
Correspondent Name:	JONES DAY		
Address Line 1:	222 EAST 41ST STREET		
Address Line 4:	New York, NEW YORK 10017		
NAME OF SUBMITTER:	Nancy A. Zoubek		
Signature:	/Nancy A Zoubek/		
Date:	08/10/2007		

CH \$40.00 0893776

Total Attachments: 5

900084178

**TRADEMARK
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DISTRIBUTION AGREEMENT

This Distribution Agreement (the "Agreement") is made effective as of August 10, 2007, by and between Quadriga Art, LLC, a Delaware limited liability company ("QA LLC"), and Quadriga Art II, Inc., a Delaware corporation ("QA-II").

RECITALS

1. QA-II is the sole member of QA LLC.
2. QA LLC deems it advisable and in the best interests of QA LLC and QA-II to distribute certain assets of QA LLC to QA-II.

AGREEMENT

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

1. Distribution of Assets. QA LLC hereby distributes to its sole member, QA-II, and conveys, transfers, grants and assigns to QA-II, without recourse or warranty of any kind, express or implied, each of the assets listed on Schedule A attached hereto, and all of QA LLC's rights, title and interest in and to such assets.
2. Further Assurances. QA LLC, for itself and its successors and assigns, further covenants and agrees that QA LLC, 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-II or its successors and assigns may reasonably require to carry out the transaction contemplated by this Agreement.
3. 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.
4. 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.
5. 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.
6. 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.

7. 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.

QUADRIGA ART, LLC

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

QUADRIGA ART II, INC.

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

SCHEDULE A

ADDITIONAL ASSETS DISTRIBUTED

EXHIBIT A

Description _____

The name - "Reproducta"