

ASSIGNMENT

The undersigned, Financial Trust Company, Inc. (the "Assignor"), owns limited partnership interests (collectively, the "Interest") in D.B. Zwirn Special Opportunities Fund, L.P., a Delaware limited partnership (the "Fund"). For and as an additional capital contribution by the Assignor to Jeepers Inc. (the "Assignee"), the Assignor hereby assigns, contributes, transfers and sets forth over to the Assignee all of the Assignor's right, title and interest of every kind, nature and description in all of the Interest.

The Assignor hereby represents and warrants to the Assignee and to the Fund that the Assignor owns the Interest being assigned hereby free and clear of all liens, claims and encumbrances.

Each of the Assignor and Assignee represent that this transfer is a transfer from an "S corporation" as defined in section 1361(a)(1) of the U.S. Internal Revenue Code of 1986, as amended (the "Code") to a "qualified subchapter S subsidiary" as defined in section 1361(b)(3) of the Code. The consent of the General Partner (as defined below) to the assignment is contingent upon the accuracy of the representations contained in this Assignment. If any representation contained in this Assignment is inaccurate in whole or in part, the transfer shall be null and void and shall be deemed never to have occurred.

Each of the Assignor and Assignee does represent that (1) the Assignee is a United States Virgin Islands corporation with its address at [REDACTED] [REDACTED] and a federal tax identification number of [REDACTED]; (2) the Assignor is the owner of all of the issued and outstanding stock of the Assignee; and (3) the Assignee is not an "S corporation" or other pass-through entity, for New York State income tax purposes. → "Jeepers"

Each of the Assignor and Assignee has notified D.B. Zwirn Partners, LLC, the general partner of the Fund (the "General Partner"), that the Assignor has agreed to assign the
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Interest to the Assignee, effective January 1, 2006 (the "Assignment"), subject to the consent of the General Partner. Each of the Assignor and Assignee has requested that (1) the General Partner give its consent to the Assignment; (2) the Fund and the General Partner issue the 2006 Internal Revenue Service Schedule K-1 relating to the Interest to and in the name of the Assignee; and (3) the Fund and the General Partner withhold and pay over to New York State all income taxes relating to the Interest for calendar year 2006 and all subsequent taxable periods, and any interest or penalties relating thereto, out of the capital account relating to the Interest. The General Partner hereby consents to the Assignment, and the Fund and the General Partner hereby agree to grant the requests described in clauses (2) and (3) above.

Each of the Assignor and Assignee does hereby agree, jointly and severally, to indemnify and hold harmless the Fund, the General Partner, D.B. Zwirn & Co., L.P., their respective affiliates and each partner, member, employee and agent of any of the foregoing (collectively, the "Indemnified Persons") for any and all liability, loss, cost and expense, and claims therefor, including, without limitation, reasonable counsel fees, which any of the Indemnified Persons may suffer or incur as a result of or arising out of or relating to this assignment of the Interest to the Assignee, including, without limitation: (i) any claim of any creditor, legatee or other claimant of the Assignor; or (ii) any failure of the Assignor or Assignee to comply with applicable federal, state or local laws, including, without limitation, tax laws, in connection with same.

This Assignment shall be governed by and subject to all of the terms and conditions of the Fund's Second Amended and Restated Agreement of Limited Partnership, dated May 27, 2005, and the Assignee hereby agrees to be bound by all of the provisions of such partnership agreement.

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This Assignment is further subject to the terms of a Subscription Agreement by and between the Assignee and the Fund.

The effective date of the Assignment shall be January 1, 2006.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be
duly executed on this 29th day of December, 2006.

ASSIGNOR: FINANCIAL TRUST COMPANY,
INC.

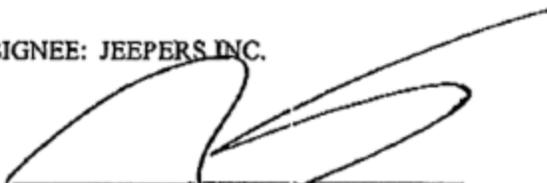
By:



Name: Jeffrey Epstein
Title: President

ASSIGNEE: JEEPERS INC.

By:



Name: Jeffrey Epstein
Title: President

CONSENTED TO:

 ZWIRN PARTNERS, LLC

By: ZWIRN HOLDINGS, LLC, its managing member

By:



Name: David H. Proskon
Title: General Counsel