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12-10-1998

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



to the Honorable Commissioner of F

attached original documents or copy thereof.

and address of receiving party(ies):

Name: **The Times Mirror Company dba
Los Angeles Times**

Internal Address:

Street Address: **220 West First Street**

City: **Los Angeles** State: **CA** ZIP: **90012**

Individual Citizenship

Association

General Partnership

Limited Partnership

Corporation-State **Delaware**

Other-

If assignee is not domiciled in the United States, a domestic representative designation attached: **N/A** Yes No

(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? **N/A** Yes No

1. Name of conveyin.
ListingLink, LLC

100916651

- Individual(s).....
- General Partnership.....
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Distribution Agreement

Execution Date: **November 13, 1998**

4. Application number(s) or registration number(s):
A. Trademark Application Nos.(s)

B. Trademark registration No.(s)

2,009,569

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed.

Name: **Katherine L. McDaniel, Esq.**

Internal Address: **Legal Department C-5**

Street Address: **220 West First Street**

City: **Los Angeles** State: **CA** ZIP: **90012**

6. Total number of applications and registrations involved: **[1]**

7. Total fee (37 CFR 3.41)..... **\$ 40.00**

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

20-115

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Katherine L. McDaniel

Name of Person Signing

Signature

11/21/98
Date

12/09/1998 SBURNS 00000099 201115 2009569

Total number of pages comprising cover sheet [_____]

01 FC:481 40.00 CH

Mail documents to be recorded with required cover sheet Information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

**TRADEMARK
REEL: 1829 FRAME: 0069**

DISTRIBUTION AGREEMENT

THIS DISTRIBUTION AGREEMENT ("Agreement") is made and entered into this 13th day of November, 1998.

RECITALS

- A. ListingLink, LLC, a Delaware limited liability company ("LL" or "Company"), operates two lines of business, one being a print publication business and the other being an online real estate listing service.
- B. Los Angeles Times ("LAT"), a division of The Times Mirror Company, a Delaware corporation ("TM") and California Community News Corporation, a Delaware corporation ("CCN") and a wholly-owned subsidiary of TM, are the sole and exclusive owners of all issued and outstanding membership interests in LL, and they further desire to sell all of their ownership interests in LL to Classified Ventures, L.L.C., a Delaware limited liability company ("CV"), a company engaged in the business of providing online classified listings in a variety of core categories.
- C. Prior to the sale by LAT and CCN of their unit interests in the Company to CV, LL will make a distribution in kind (the "Distribution", as further described in Section 1 below) to LAT of all of the assets which are used primarily in connection with Caravan Express, Homes and Open Houses and the Greater South Bay Real Estate Weekly (collectively the "Publications"), to provide that LL operate only online-related business assets.
- D. The Board of Directors of LL has determined that it is in the best interest of LL to effectuate the foregoing Distribution prior to LAT's and CCN's sale of their membership interests to CV.

AGREEMENT

NOW, THEREFORE, LL, LAT and CCN (the "Parties") agree as follows:

1. Pursuant to all applicable terms of the Company's Operating Agreement, including but not limited to Article VII, and based upon the prior approval of the Board of Directors of the Company, LL hereby distributes, conveys, assigns, transfers and delivers, to LAT all of the Company's rights, title and interest in and to (i) any and all assets (whether tangible or intangible) including but not limited to, all furniture, fixtures, equipment, tools, supplies, improvements, cash, bank accounts and related balances, short-term investments, checks, accounts receivable, notes, prepaid expenses, trademarks, trade names, leases and contract rights, wherever located, and (ii) employment resources and obligations, all such assets described in clauses (i) and (ii) above as owned or otherwise primarily used in connection with the Publications (collectively, the "Distributed Assets").

2. Each of the Parties understands and agrees that no party hereto is, in this Agreement, or otherwise, representing or warranting in any way as to the (i) value or freedom from encumbrance of, or any other matter concerning, any of the Distributed Assets, or (ii) legal sufficiency to convey title to any Distributed Assets transferred pursuant to this Agreement. It is also agreed and understood that no warranties, express or implied, are being made as to the merchantability or fitness of any of the Distributed Assets, and all such Distributed Assets shall be “as is, where is” and “with all faults.”

3. To the extent that the distribution of the Distributed Assets to LAT exceeds LAT’s prorata membership share, such distribution shall be deemed a redemption of some or all of LAT’s membership interests in LL. The total value of the Distributed Assets in connection with such distribution shall be deemed to have a value as set forth in Schedule A attached hereto.

4. Assumption of Liabilities. LAT hereby unconditionally assumes and undertakes to pay, satisfy and discharge in due course:

(i) any and all liabilities of or related to the Distributed Assets or attributable to the Publications, whether fixed, contingent, known or unknown or otherwise; and

(ii) any and all employee compensation and related benefit obligations, whether fixed or contingent, that are primarily associated with the Distributed Assets and arising on or after the date of this Agreement.

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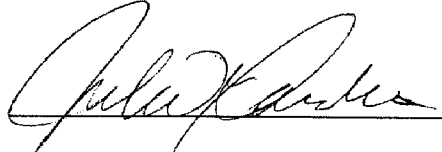
IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed on its behalf by its respective duly authorized officer as of the date first written above.

LISTINGLINK, LLC



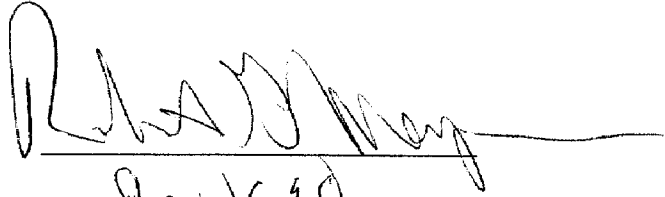
Title: CEO

LOS ANGELES TIMES



Title: Senior Vice President

CALIFORNIA COMMUNITY NEWS CORPORATION



Title: Pres/CEO