

TRAC



5.30.00

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To the Honorable Commissioner of Patents and Trademarks original documents or copy thereof.

1. Name of conveying party(ies):
The Times Mirror Company dba Los Angeles Times
 Individual(s).....
 General Partnership.....
 Corporation-State Delaware
 Other _____
 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
 Name: **EZ Buy & EZ Sell Recycler Corporation of Southern California**
 Internal Address: _____
 Street Address: **2898 Rowena Drive**
 City: Los Angeles State: CA ZIP: 90039
 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

3. Nature of conveyance:
 Assignment _____ Merger _____
 Security Agreement _____ Change of Name _____
 Other Contribution and Assumption 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
 Internal Address: The Times Mirror Company
Legal C-5
 Street Address: 220 W. 1st 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:
20-1115
 (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
 5-24-00
 Date

07/03/2000 DMGUYEN 00000126 201115 2009569 Total number of pages comprising cover sheet [3]
 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: 002094 FRAME: 0867

CONTRIBUTION AND ASSUMPTION AGREEMENT

THIS CONTRIBUTION AND ASSUMPTION AGREEMENT (the "Agreement") is made and entered into this 13th day of November, 1998, by and between Los Angeles Times, a division of The Times Mirror Company, a Delaware Company ("LAT") and EZ Buy & EZ Sell Recycler Corporation of Southern California, a Delaware corporation ("Recycler SoCal").

RECITALS

A. LAT is the recipient of an in kind distribution of all of the assets relating to ListingLink, LLC's print publications, more commonly known as Caravan Express, Homes and Open Houses and the Greater South Bay Real Estate Weekly (collectively, the "Publications").

B. LAT has determined that it is in its best interests and desirable to contribute all of the assets of the Publications to Recycler SoCal (the "Contribution", as further described in paragraph 1 below).

C. In connection with the Contribution, the parties hereto have determined that it is necessary and desirable to set forth the principal transactions required to effect the Contribution and to set forth the agreements that will govern certain matters following the Contribution.

AGREEMENT

NOW, THEREFORE, LAT and Recycler So Cal (the "Parties") agree as follows:

1. Contributed Assets. LAT hereby contributes, conveys, assigns, transfers and delivers, to Recycler SoCal all of LAT's rights, title and interest in and to (i) any and all 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 (the "Contributed Assets").

2. No Representations or Warranties. Each of the Parties hereto understands and agrees that no party hereto is, in this Agreement or otherwise, representing or warranting in any way as to the value or freedom from encumbrances of, or any other matter concerning the Contributed Assets. 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 Contributed Assets as transferred by LAT, and all such assets shall be "as is, where is" and "with all faults;" provided, however, that the absence of warranties shall have no effect upon the allocation of liabilities under this Agreement.

3. Assumption of Liabilities. Recycler SoCal hereby unconditionally assumes and undertakes to pay, satisfy and discharge in due course:

(i) any and all liabilities of or related to the Contributed 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 Contributed Assets and arising on or after the date of this Agreement.

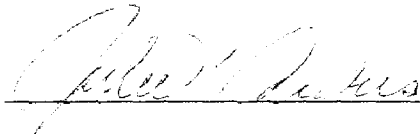
4. Assignment. This Agreement shall be binding upon and insure to the benefit of the successors and assigns of LAT and Recycler SoCal.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

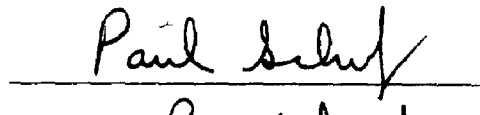
IN WITNESS WHERE, the Parties have caused their duly authorized representatives to execute this Agreement as of the date first written above.

LOS ANGELES TIMES

EZ BUY & EZ SELL RECYCLER
CORPORATION OF SOUTHERN CALIFORNIA



Title: Executive Director



Title: President
Recycler Classifieds