



101464704

481-40 482-20

To the Assistant Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **LTM Company, L.P.** *MAD 9-21-00*

Individuals(s)       Association  
 General Partnership       Limited Partnership  
 Corporation  
 Other \_\_\_\_\_

Additional names(s) of conveying party(ies) attached  Yes  No

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: November 30, 1999

2. Name and address of receiving party(ies)  
Name: **Trader Publishing Company**

Internal Address: \_\_\_\_\_

Street Address: **100 W. Plume Street**

City: **Norfolk**      State: **VA**      Zip: **23510**

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership Virginia  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other \_\_\_\_\_

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

Additional names(s) & address(es) attached?  Yes  No

4. Application numbers(s) or patent numbers(s):

A. Trademark Application No.(s)  
**75/698,038**

B. Trademark Registration No.(s)  
**2,156,403**

Additional numbers attached?  Yes  No

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

Name: **Christopher P. Bussert**

Internal Address: **Kilpatrick Stockton, LLP**

**Suite 2800**

Street Address: **1100 Peachtree Street**

City: **Atlanta**      State: **GA**      Zip: **30309-4530**

6. Total number of applications and registrations involved **2**

7. Total fee (37 CFR 3.41).....\$ **65.00**

Enclosed

Authorized to be charged to deposit account  
The Commissioner is authorized to charge any deficiency in the required fee or credit any over payment to Deposit Account No. 11-0860.

8. Deposit account number: \_\_\_\_\_

09/21/2000 DNGUYEN 00000456 75690038

01 FC:481 40.00 OP  
02 FC:482 25.00 OP

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.

**Christopher P. Bussert** \_\_\_\_\_  
Name of Person Signing      Signature

September 20, 2000  
Date

Total number of pages including cover sheet, attachments, and document: **15**

## CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (the "Agreement") is made as of the 30<sup>th</sup> day of November, 1999 by and among LTM Company, L.P., a Virginia limited partnership ("LTM"), TPI, Inc., a Delaware corporation ("TPI"), and Trader Publishing Company, a Virginia general partnership ("Trader").

### RECITALS:

- A. Pursuant to that certain Joint Venture Agreement of Trader Publishing Company dated as of March 31, 1991 (the "Joint Venture Agreement"), LTM and TPI formed Trader.
- B. LTM and TPI each hold a fifty percent (50%) interest in Trader.
- C. As a result of the merger of CarScene.com, Inc. (f/k/a Landmark Interactive Sales, Inc.), a Virginia corporation ("CarScene"), with and into LTM Holdings, Inc., a Virginia corporation ("Holdings"), Holdings succeeded to the ownership of all of the assets of CarScene and CarScene's liabilities except for any then-existing Net-A-Car Transaction Liabilities (defined below).
- D. Immediately after the merger, Holdings contributed all of the assets of CarScene it received in the merger to LTM (the "Contributed Assets") and Holdings assigned and LTM assumed all of CarScene's liabilities.
- E. The parties hereto desire that (a) LTM contribute all of the Contributed Assets to the capital of Trader so that Trader may carry on CarScene's business, (b) Trader assume the CarScene liabilities assumed by LTM (except as excluded described below) and (c) TPI make a cash capital contribution to Trader in an amount equal to the agreed value of such capital contribution by LTM.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. LTM Contribution; Assumption of Liabilities.

(a) (i) LTM shall, and hereby does, assign, transfer and contribute to the capital of Trader all of the Contributed Assets (including the assets listed on Exhibit A attached hereto). All other assets of LTM are specifically excluded from such contribution.

(ii) To the extent that the consents listed on Schedule I have not been, or are not able to be, obtained prior to the date of this Agreement, this Agreement and the assignment of any contract or agreement included in the Contributed Assets for which such consent is required shall constitute, to the extent permitted by law, unless and until such consents are obtained, an equitable assignment by CarScene, Holdings and LTM to Trader of all of such

parties' rights, benefits, title and interest in and to such contract or agreement, and where necessary or appropriate Trader shall be deemed the agent of such parties for the purpose of completing, fulfilling and discharging all of such parties' rights and liabilities arising after the date of this Agreement under such contract or agreement. LTM shall use its best efforts to provide, and to cause Holdings to provide, Trader with the benefits of such contracts or agreements (including, without limitation, permitting Trader to enforce any rights of CarScene, Holdings or LTM arising under such contracts or agreements).

(b) Trader hereby assumes and agrees to pay, discharge and perform when due all of the Assumed Liabilities (defined below). Other than the Assumed Liabilities, Trader assumes no debts, liabilities or obligations of LTM, Holdings or CarScene, and all such other debts, liabilities or obligations (including, without limitation, any obligations under any employment agreement or employee benefit plan) shall remain the sole responsibility of LTM, Holdings or CarScene, as applicable. As used herein, the "Assumed Liabilities" means the following liabilities of the CarScene business: (i) those set forth on the CarScene Financial Statements (described below), (ii) all liabilities of the CarScene business that have arisen after the dates of such Financial Statements in the ordinary course of business, and (iii) all obligations of the CarScene business under the agreements, contracts, leases, licenses and other arrangements included among the Contributed Assets; provided, however, the foregoing notwithstanding, the Assumed Liabilities shall not include (A) any liability or obligation of LTM under this Agreement, (B) the "current portion of note payable" (\$216,788) and the "Interco payable" (\$211,896) reflected on the Financial Statements or any long-term debt, if any, of CarScene, and (C) any Net-A-Car Transaction Liabilities. As used herein, "Net-A-Car Transaction Liabilities" means any continuing obligations of CarScene to (i) pay any unpaid/deferred portion of the "Purchase Price", as defined and described in that certain Asset Purchase Agreement (the "APA") by and among Net-A-Car, David A. Davis, Mary Jolene Davis and James E. Hall and CarScene, (ii) pay any unpaid obligations under the Consulting Agreement executed in connection with the APA, and/or (iii) pay the "Net Knoxville Lease Liability" as defined and described in the APA.

2. Representations and Warranties of LTM. Except as set forth on Schedule 1, LTM warrants and represents to TPI and Trader that:

(a) it has, and will transfer to Trader hereunder, good and marketable title to the tangible Contributed Assets; all of the tangible Contributed Assets are free and clear of any liens, encumbrances and adverse claims by third persons, except for liens for taxes not yet due and payable; and, to the best of its actual knowledge, the intangible Contributed Assets are free and clear of any liens, encumbrances and adverse claims by third persons;

(b) the Contributed Assets transferred hereunder constitute all of the material assets (excluding cash and intercompany items) used or held for use in the operation of CarScene's business in the manner in which it was conducted prior to the date of this Agreement (the "CarScene Business");

- (c) the contribution of the Contributed Assets to Trader in the manner contemplated hereby has been duly authorized and approved;
- (d) the contribution of the Contributed Assets to Trader will not violate or cause a default in any material respect (with or without notice or lapse of time or both) under any law, contract, regulation, governance document, order or judgment;
- (e) all tangible Contributed Assets necessary for the operation of the CarScene Business are in adequate operating condition and a reasonable state of repair, subject only to ordinary wear and tear;
- (f) Exhibit A describes all of the material items of Contributed Assets being contributed hereunder, and since September 30, 1999 there has been no material adverse change to any of the Contributed Assets or the CarScene Business;
- (g) the unaudited balance sheet of CarScene dated as of September 30, 1999 and the related unaudited statement of earnings before interest and taxes ("EBIT") for the period ended September 30, 1999 (the "CarScene Financial Statements"), copies of which are attached hereto as Exhibit B, have been prepared in accordance with generally accepted accounting principles and fairly present the financial condition and EBIT of CarScene as of the dates thereof and during the periods indicated therein, subject to normal year-end adjustments which will not be material in amount or significance;
- (h) there is no liability, indebtedness, obligation, expense, claim or deficiency, whether accrued, absolute, contingent, unmatured or otherwise, associated with the Contributed Assets or the CarScene Business which (i) has not been reflected in the CarScene Financial Statements or (ii) has not arisen in the ordinary course of business consistent with past practices since September 30, 1999;
- (i) no consent, waiver, approval, order or authorization of, or registration, declaration or filing with, any court, administrative agency or commission or other federal, state, county, local or foreign governmental authority, agency or commission or any other third party, including a party to any agreement with CarScene, is required in connection with the execution and delivery of this Agreement by LTM or the consummation of the transactions contemplated hereby;
- (j) each of CarScene, Holdings and LTM, as applicable, has filed or will cause to be filed all federal, state, local and other tax returns associated with the Contributed Assets and/or the conduct of the CarScene Business required to be filed on or prior to the date hereof and has paid or will pay all taxes under such tax returns which, if not filed or paid, could result in the imposition of a lien or encumbrance on or against any Contributed Assets with respect to the period ending on or prior to the date hereof. As of the date of this Agreement, LTM shall have filed or will file all such tax returns for CarScene due for all fiscal periods ended on or before the date of this Agreement (except any such tax returns for which the filing date has been extended in accordance with normal extension procedures or for which such extension period has not yet expired) and shall have paid all taxes due under such tax returns. LTM shall

be responsible for and shall pay any and all transfer taxes associated with the contribution of the Contributed Assets to Trader; and

(k) to the best of its knowledge, CarScene has not interfered with, infringed upon, misappropriated, acted adversely to or otherwise come into conflict with any trademarks, trade names, copyrights or patents, or applications for any of the foregoing, owned by any other person, there is no claim or action pending or, to the best of its knowledge, threatened with respect thereto, and there is no other claim, legal action, counterclaim, suit, arbitration, governmental investigation or other legal, administrative or tax proceeding, nor any order, decree or judgment, pending or, to the best of its knowledge, threatened, against or relating to the CarScene Business or the Contributed Assets.

3. TPI Contribution. Contemporaneously herewith, TPI shall contribute to Trader cash in the amount of \$2,400,000.

4. Acknowledgement; Waiver. The parties hereto agree that the fair market value of the CarScene Assets as of the date of contribution (net of the value of the Assumed Liabilities) equals \$2,400,000 and the fair market value of TPI's obligation to make a capital contribution to Trader hereunder equals \$2,400,000. As a result of the contribution by LTM of the Contributed Assets and the capital contribution obligation of TPI, the Interests (as defined in the Joint Venture Agreement) of LTM and TPI in Trader shall remain fifty percent (50%) each. LTM and TPI, as partners in Trader, waive any requirement under the Joint Venture Agreement of approval by the board of directors of Trader of the transactions contemplated herein.

5. Employees. Trader agrees to consider for employment all of the employees (and consider for engagement all of the agents, consultants or contractors) who, prior to the date of this Agreement, have been employed or retained by the CarScene Business (such employees, as re-hired, the "Transferred Employees") and who are otherwise necessary to the operation of the CarScene Business. LTM shall make recommendations to Trader regarding the hiring, compensation and supervision of such personnel, the employment and/or retention of which is deemed by LTM or Trader to be necessary or appropriate for the continued efficient operation of the CarScene Business.

6. Indemnification by LTM. LTM agrees to hold each of TPI and Trader, and their Affiliates (the respective parents, affiliates, stockholders, directors, officers, employees or representatives of each party to this Agreement, collectively, "Affiliates"), harmless from and against the following:

(a) any and all losses, liabilities or damages incurred or suffered by TPI or Trader, or any of their Affiliates, arising out of, based upon or resulting from the breach by LTM of any representation, warranty or covenant contained herein, or in any certificate, document or instrument delivered by LTM or CarScene to TPI or Trader hereunder;

(b) any and all obligations or liabilities of LTM, Holdings or CarScene not assumed by Trader pursuant to the terms hereof;

(c) any and all losses, liabilities or damages incurred or suffered by TPI or Trader, or any of their Affiliates, arising out of, based upon or resulting from the ownership of the Contributed Assets or the operation of the CarScene Business prior to the date of this Agreement (except to the extent included within the Assumed Liabilities); and

(d) any and all actions, suits, proceedings, claims, demands assessments, judgments, costs and expenses, including reasonable legal fees, incident to any of the foregoing or incurred in investigating or attempting to avoid the same or to oppose the imposition thereof, or in enforcing this indemnity.

7. Indemnification by TPI. TPI agrees to hold each of LTM and Trader, and their respective Affiliates, harmless from and against the following:

(a) any and all losses, liabilities or damages incurred or suffered by LTM or Trader, or any of their Affiliates, arising out of, based upon or resulting from the breach by TPI of any representation, warranty or covenant contained herein or in any certificate or document delivered by TPI to LTM or Trader hereunder; and

(b) any and all actions, suits, proceedings, claims, demands, assessments, judgments, costs and expenses, including reasonable legal fees, incident to any of the foregoing or incurred in investigating or attempting to avoid the same or to oppose the imposition thereof, or in enforcing this indemnity.

8. Indemnification by Trader. Trader agrees to hold LTM, TPI, and their respective Affiliates, harmless from and against the following:

(a) any and all losses, liabilities or damages incurred or suffered by TPI, LTM, or any of their respective Affiliates, arising out of, based upon or resulting from the Assumed Liabilities or the breach by Trader of any representation, warranty or covenant contained herein or in any certificate or document delivered by Trader to LTM or TPI hereunder; and

(b) any and all actions, suits, proceedings, claims, demands, assessments, judgments, costs and expenses, including reasonable legal fees, incident to any of the foregoing or incurred in investigating or attempting to avoid the same or to oppose the imposition thereof, or in enforcing this indemnity.

9. Bulk Sales Law. The parties hereto waive compliance with the requirements, if any, of the bulk sales laws in each state where the Contributed Assets are located.

10. Survival. Paragraphs 6, 7 and 8 shall survive the termination of this Agreement.

11. Further Assurances. Each party hereto shall execute and deliver, and shall cause their respective Affiliates to execute and deliver, all such other documents and do all such other acts as may be necessary to effectuate fully this Agreement and the transactions contemplated hereby. Without limiting any of the foregoing, LTM and Trader shall each use reasonable best

efforts and shall cooperate with each other to effect as soon as practicable the transfer from CarScene to Trader of the Uniform Resource Locators ("URLs") and domain name registrations currently registered to CarScene with Network Solutions, Inc. ("NSI"). Each of LTM and Trader shall act in full compliance with NSI's instructions for effecting such a transfer. The parties hereto also shall use their reasonable best efforts and cooperate with each other to effect as soon as practicable the assignment of all trademarks, trade names and other intellectual property rights and all contracts and agreements associated with the CarScene Business from CarScene (or LTM or Holdings, as the case may be) to Trader.

12. Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and may not be amended other than by a writing signed by all of the parties hereto. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver is sought.

13. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Virginia and shall control in the event of any contrary provision in the Joint Venture Agreement.

14. Counterparts. This Agreement may be executed in any number of counterparts and by each party on a separate counterpart, each of which, when so executed and delivered, shall be deemed to be an original, and all of which taken together shall constitute one and the same agreement.


*[Remainder of page intentionally left blank – signature page to follow]*

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its authorized representative as of the day and year first above written.

LTM: LTM COMPANY, L.P., a Virginia limited partnership  
By its General Partner  
LTM HOLDINGS, INC., a Virginia corporation

By: \_\_\_\_\_  
Richard F. Barry, III  
President

TPI: TPI, INC., a Delaware corporation

By:  \_\_\_\_\_  
Jay R. Smith  
President

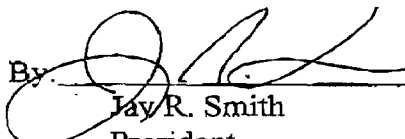
TRADER: TRADER PUBLISHING COMPANY

By its General Partner  
LTM COMPANY, L.P., a Virginia limited partnership

By: LTM HOLDINGS, INC., a Virginia corporation, LTM Company's L.P.'s General Partner

By: \_\_\_\_\_  
Richard F. Barry, III  
President

By its General Partner  
TPI, INC., a Delaware corporation,

By:  \_\_\_\_\_  
Jay R. Smith  
President



IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its authorized representative as of the day and year first above written.

LTM: LTM COMPANY, L.P., a Virginia limited partnership

By its General Partner  
LTM HOLDINGS, INC., a Virginia corporation

By: Richard F. Barry, III  
Richard F. Barry, III  
President

TPI: TPI, INC., a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TRADER: TRADER PUBLISHING COMPANY

By its General Partner  
LTM COMPANY, L.P., a Virginia limited partnership

By: LTM HOLDINGS, INC., a Virginia corporation, LTM Company's L.P.'s General Partner

By: Richard F. Barry, III  
Richard F. Barry, III  
President

By its General Partner  
TPI, INC., a Delaware corporation,

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## EXHIBIT A

Contributed Assets

The Contributed Assets to be transferred to Trader include all operating assets of the CarScene Business including the following:

Trade Receivables

Prepaid Expenses

Furniture, Fixtures and Equipment (see attached list)

Software (see attached list)

Contracts (see attached list)

Trademarks, Copyrights and other Intellectual Property (see attached list)

Domain Names (see attached list)

The benefit of the Selling Parties' obligations under that certain Asset Purchase Agreement, dated as of April 14, 1999, by and among Landmark Interactive Sales, Inc., Net-A-Car and its partners.

The benefit of the Selling Parties' obligations under that certain Noncompetition Agreement, dated as of April 14, 1999, by and among Landmark Interactive Sales, Inc., Net-A-Car and its partners, and Davis & Associates.

Goodwill

Office Inventory and Supplies

Furniture, Fixtures and Equipment

Cubicles - 18  
Desks - 3  
Net-a-Car furniture  
Phaser 840 color printer  
Poweredge webserver  
Network hub  
Development server  
File server  
Dell Pent II  
Dell Pent II  
Dell Celeron  
Dell Inspiron 3500 laptop  
Dell Inspiron 3500 laptop  
Dell Pent  
Dell Inspiron notebook  
Dell dimension pent  
Computer w/ 17" monitor  
Computer w/ 15" monitor  
Dell dimension 400  
Dell 800F series  
Laptop  
1996 computer (Net-a-car)  
1996 computer other (Net-a-car)  
1997 computer (Net-a-Car)  
1998 computer (Net-a-Car)  
1999 computer (Net-a-Car)  
Computer upgrades (Net-a-Car)  
1997 copier (Net-a-Car)  
Copier/fax (Net-a-Car)  
560 laser fax  
NVM voice mail system  
Display phones (8)  
Phone system installation

I-284572.1  
11/29/1999

05/22/00 MON 13:45 [TX/RX NO 5776]

TRADEMARK

REEL: 002143 FRAME: 0312

Software

Net-A-Car software  
Oracle software  
Open Site software  
Cold Fusion software

I-284572.1  
11/29/1999

Contracts

1. Promotional Agreement between Carlisle Productions and CarScene.com, Inc., dated July 28, 1999.
2. Alliance and Referral Fee Agreement between Trade Safe Online Corporation and Landmark Interactive Sales, Inc., dated June 8, 1999.
3. Agreement (for development of online catalog of Easthill products) between Easthill Group, Inc. and CarScene.com, Inc., dated August 16, 1999.
4. Consulting Agreement with Bob Lichty
5. Services Agreement with Bob Hembree
6. Business Internet Service Agreement between Intermedia Communications and Landmark Interactive Sales, Inc., dated March 12, 1999.
7. Agreement of Lease between The Lonsdale Corporation, Landmark Communications, Inc. and The Moran Real Estate Group, Inc., dated March 15, 1999.
8. Noncompetition Agreement among Landmark Interactive Sales, Inc., Net-A-Car, David A. Davis, Mary Jolene Davis, James E. Hall and Davis & Associates dated April 14, 1999.
9. License Agreement between Landmark Interactive Sales, Inc. and Brian Davis dated April 14, 1999.
10. Electronic Commerce Services Agreement between NetSales, Inc. and CarScene.com, Inc. dated August 13, 1999, as amended by that Amendment and Assignment of Electronic Commerce Services Agreement among NetSales, Inc., CarScene and Trader Publishing Company, dated November 29, 1999.

Intellectual Property

Federal Trademark Registration for "NET-A-CAR" (Registration No. 2,156,403).

Federal Trademark Registration for "CARSCENE" (trademark application filed).

I-284572.1  
11/29/1999

Domain Names

Antiquecarscene.com  
 Antiqueandclassiccars.com  
 Antiquecarsforsale.com  
 Automobilesites.com  
 Belairscene.com  
 Belairsforsale.com  
 Boatscene.com  
 Britishcarscene.com  
 Britishcarsforsale.com  
 Buickscene.com  
 Buickcarsforsale.com  
 Cadillacscene.com  
 Cadillacsforsale.com  
 Camaroscene.com  
 Camarosforsale.com  
 Car-buff.com  
 Carscene.com  
 Carscene.net  
 Carscene.org  
 Carseen.com  
 Carseen.org  
 Carseen.net  
 Carscreensaver.com  
 Chevellescene.com  
 Chevelforsale.com  
 Chevyscene.com  
 Chevysforsale.com  
 Chryslerscene.com  
 Classiccarscene.com  
 Classiccarsforsale.com  
 Classicsforsale.com  
 Cobrascene.com  
 Convertiblescene.com  
 Corvairscene.com  
 Corvettescene.com  
 Dodgescene.com  
 Fairlanescene.com  
 Fairlaneforsale.com  
 Firebirdscene.com  
 Firebirdsforsale.com  
 Fordscene.com  
 Fordsforsale.com  
 Galaxiescene.com  
 Galaxiesforsale.com  
 Germancarscene.com  
 Germancarsforsale.com  
 Gtoscene.com  
 GTOsforsale.com  
 Hotrodscene.com  
 Hotrod sforsale.com  
 Impalascene.com

Jaguarscene.com  
 Jaguarsforsale.com  
 Kitcarscene.com  
 Kitcarsforsale.com  
 lincolncene.com  
 Lincolnsforsale.com  
 mercedescene.com  
 mercuryscene.com  
 Mercedesforsale.com  
 Mercurysforsale.com  
 modelascene.com  
 modeltscene.com  
 ModelAcarsforsale.com  
 ModelTsforsale.com  
 montecarloscene.com  
 Montecarlosforsale.com  
 moparscene.com  
 Moparsforsale.com  
 motorcyclescene.com  
 musclecarscene.com  
 Musclecarsforsale.com  
 mustangscene.com  
 Mustangsforsale.com  
 Netacar.com  
 oldsmobilescene.com  
 Oldsmobilesforsale.com  
 performancecarscene.com  
 Performancecarsforsale.com  
 Plymouthscene.com  
 Plymouthsforsale.com  
 pontiacscene.com  
 Pontiaccars.com  
 ponycarscene.com  
 porschescene.com  
 Porschesforsale.com  
 racecarscene.com  
 rvscene.com  
 Shelbyscene.com  
 Specialtycarsforsale.com  
 Specialinterestcars.com  
 Specialinteresttrucks.com  
 Sportscarscene.com  
 Streetrodscene.com  
 Streetrod sforsale.com  
 t-birdscene.com  
 thunderbirdscene.com  
 truckscene.com  
 Thunderbirdsforsale.com  
 Trucksonthenet.com  
 Vettescene.com

Vettesforsale.com  
 volkswagonscene.com  
 yachtscene.com  
 showcarz.com  
 bigauto.net  
 bigauto.com  
 bigautos.net  
 bigautos.com  
 carzilla.net  
 Impalaforsale.com

I-284572.1  
 11/29/1999