

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ognaak, Inc.	FORMERLY Kaango, Inc.	11/17/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Kaango, LLC		
<b>Street Address:</b>	5347 S. Valentia Way, Suite 230		
<b>City:</b>	Greenwood Village		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80111		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: COLORADO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	78867353	KAANGO	
<b>CORRESPONDENCE DATA</b>			
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<b>Signature:</b>	/s/ Michael Kranitz		
<b>Date:</b>	01/14/2008		

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Total Attachments: 50  
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UNIT PURCHASE AGREEMENT

Dated as of

November 14, 2007

Among

KAANGO VENTURES, LLC,

as Purchaser

and

KRANITZ ENTERPRISES, INC.

VLM, INC.,

as Sellers

and

MICHAEL KRANITZ

and

MARC VIGOD

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I	PURCHASE AND SALE OF UNITS .....2
1.1	Purchase and Sale .....2
1.2	Purchase Price .....2
1.3	Performance Earn-Out .....2
ARTICLE II	SELLERS' PUT; PURCHASER'S CALL .....4
2.1	Sellers' Put .....4
2.2	Purchaser's Call .....4
2.3	Purchase of Units .....5
2.4	Cooperation .....5
2.5	Transfer of Eligible Units .....6
ARTICLE III	REPRESENTATIONS AND WARRANTIES OF SELLER .....6
3.1	Organization, Existence and Standing .....6
3.2	Capitalization; Authorization; Asset Sale; KEI and VLM. ....6
3.3	Undisclosed Liabilities; Receivables; Absence of Debt. ....9
3.4	Financial Statements .....9
3.5	Operation of the Business Since the Interim Balance Sheet Date .....10
3.6	Property .....10
3.7	Taxes .....11
3.8	Intellectual Property; Technology .....12
3.9	Pending or Threatened Actions .....13
3.10	Permits .....13
3.11	Compliance with Legal Requirements .....13
3.12	Transactions with Insiders .....13
3.13	Employee Benefits .....13
3.14	Material Contracts .....14
3.15	Bank Accounts; Officers; Insurance .....14
3.16	Brokers or Finders .....14
ARTICLE IV	REPRESENTATIONS AND WARRANTIES OF PURCHASER .....15
4.1	Organization, Existence and Standing .....15
4.2	Capacity; Authorization .....15
4.3	Brokers or Finders .....15
ARTICLE V	COVENANTS OF THE PARTIES .....16
5.1	Announcements .....16
5.2	Further Assurances .....16
ARTICLE VI	RESTRICTIVE COVENANTS .....16
6.1	Non-Solicitation of Employees .....16
6.2	Non-Competition .....16

6.3	Unenforceability; Severability; Specific Performance .....	17
6.4	KEI and VLM .....	17
ARTICLE VII	THE CLOSING .....	18
7.1	Date and Time.....	18
7.2	Sellers' Closing Documents.....	18
7.3	Purchaser's Closing Actions and Documents .....	19
ARTICLE VIII	INDEMNIFICATION.....	19
8.1	Survival.....	19
8.2	Sellers' Indemnification Obligation.....	20
8.3	Purchaser's Indemnification Obligation .....	20
8.4	Procedure for Indemnification Claims.....	21
8.5	Limitations on Indemnification.....	23
8.6	Adjustment.....	24
ARTICLE IX	TAXES; EMPLOYEES.....	24
9.1	General.....	24
9.2	Taxes.....	24
ARTICLE X	GENERAL PROVISIONS .....	24
10.1	Expenses .....	24
10.2	Notices .....	25
10.3	Governing Law; Consent to Jurisdiction .....	26
10.4	Counterparts.....	27
10.5	Headings; Schedules; Exhibits.....	27
10.6	Entire Agreement.....	27
10.7	Third-Party Beneficiaries.....	27
10.8	Assignment .....	27
10.9	Nondisclosure .....	27
10.10	Interpretation; Absence of Presumption. ....	28
10.11	Severability .....	28
10.12	Amendments; Waiver .....	28

## UNIT PURCHASE AGREEMENT

THIS AGREEMENT is made as of November 14, 2007 by and among Kaango Ventures, LLC, a Delaware limited liability company ("Purchaser"), Kranitz Enterprises, Inc., an Ohio corporation ("KEI" or a "Seller"), Michael Kranitz, an individual and controlling equity holder of KEI ("Kranitz"), VLM, Inc., a New Jersey corporation ("VLM" or a "Seller" and together with KEI, the "Sellers") and Marc Vigod, an individual and sole equity holder of VLM ("Vigod"). Capitalized terms not otherwise defined in this Agreement are used as defined in Exhibit A hereto.

### WITNESSETH:

WHEREAS, on the day prior to the execution of this Agreement all of the assets of Kaango, Inc., a Delaware corporation ("Old Kaango"), were purchased by 24-7 RC, LLC, a Colorado limited liability company ("24-7, LLC"), and 24-7, LLC assumed certain liabilities of Old Kaango (the "Asset Sale"); and

WHEREAS, in conjunction with the Asset Sale 24-7, LLC is being renamed Kaango, LLC; and

WHEREAS, as used herein the "Company" shall mean 24-7, LLC, after giving effect to the Asset Sale, on a combined basis with Old Kaango, and "Units" shall mean outstanding equity interests of the Company; and

WHEREAS, on or prior to the day prior to the date of this Agreement, 24-7, LLC repurchased all of the outstanding equity interests of 24-7, LLC held by minority unit holders listed on Exhibit B-1 hereto and Old Kaango repurchased all of the outstanding equity interests held by minority stockholders listed on Exhibit B-2 hereto (the "Buyback"); and

WHEREAS, giving effect to the Buyback, the Sellers own all of the issued and outstanding Units; and

WHEREAS, Sellers desire to sell and transfer, and Purchaser desires to purchase, the number of Units from each Seller set forth on Exhibit C hereto (the "Purchased Units"), which constitute 80% of the issued and outstanding Units, on the terms and subject to the conditions set forth herein (the remaining 20% Units are referred to herein as "Eligible Units").

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

## ARTICLE I

### PURCHASE AND SALE OF UNITS

1.1 Purchase and Sale. Upon the terms and subject to the conditions set forth in this Agreement, and for the consideration set forth in Section 1.2, Sellers will sell to Purchaser at the Closing, and Purchaser will purchase from Sellers at the Closing, all of the Purchased Units, free and clear of all Liens.

1.2 Purchase Price. The aggregate consideration for the Purchased Units shall be up to U.S. \$18,750,000 (the "Purchase Price"), \$16,350,000 of which will be payable in cash at the Closing (the "Closing Payment") and 80% of up to \$3,000,000 to be paid in accordance with Section 1.3 below (the "Earn-Out Payment").

#### 1.3 Performance Earn-Out.

(a) As additional consideration for the purchase of the Units and subject to the achievement of the Earn-Out Targets, the Purchaser shall pay to the Sellers the Earn-Out Payment as described in this Section 1.3(a).

(i) The amount of the Earn-Out Payment shall be determined by reference to the performance of the business of the Company (other than the hobby enthusiast business). Such performance shall be measured at the termination of each of five "Earn-Out Periods" consisting of each of the five consecutive calendar years during the five (5) year period commencing on January 1, 2008, and ending on December 31, 2012.

(ii) On or prior to the 90<sup>th</sup> day after completion of each Earn-Out Period, the Purchaser shall deliver to the Sellers a statement (each such statement, the "Earn-Out Statement") that sets forth in reasonable detail the calculation of Kaango EBTDA for such one-year period. If the Kaango EBTDA for such period meets or exceeds the applicable Earn-Out Target for the relevant period, then \$600,000 of the Earn-Out Payment shall immediately vest and will become payable to the Sellers in accordance with Section 1.3(a)(iii) and Article II below. In the event that Kaango EBTDA for any period fails to meet the applicable Earn-Out Target for such period (such a period, a "Failed Period"), then no amount of the Earn-Out Payment shall vest for the Failed Period; provided, however, that the Sellers shall be entitled to a catch-up opportunity applicable to the Failed Period, as described in this Section 1.3(a)(ii). The catch-up shall be successful and \$600,000 shall vest for the Failed Period to the extent cumulative aggregate Kaango EBTDA for subsequent Earn-Out Periods is equal to or greater than an amount equal to: (x) the amount of the Earn-Out Target Shortfall for the Failed Period; plus (y) the Earn-Out Targets applicable to such subsequent Earn-Out Periods, plus (z) any portion of Kaango EBTDA for such subsequent Earn-Out Periods in excess of applicable Earn-Out Targets already applied pursuant to this proviso against an Earn-Out Target Shortfall in order to vest an Earn-Out Payment for an earlier Failed Period. If the fifth earn-out period is a Failed Period that there shall be no catch-up opportunity with respect to such period.

(iii) The Earn-Out Payment on account of Purchased Units shall be equal to 80% of vested Earn-Out Payments and shall be allocated and payable 80% to KEI and

20% to VLM, as the case may be. The Earn-Out Payment on account of Purchased Units shall be payable within 120 days of the close of the fifth earn-out period or if later, within five Business Days following resolution of any dispute as to Earn-Out Statements as provided in clause (iv) below. The Earn-Out Payment on account of Eligible Units shall be equal to 20% of vested Earn-Out Payments and shall be payable to KEI and VLM (or forfeited) in accordance with Section 2.1. Any amounts due to KEI and VLM pursuant to this Section 1.3 shall be subject to the rights of offset set forth in Section 8.5(c).

(iv) If either or both KEI and/or VLM (the “Disputing Seller or Sellers”) determine to dispute Purchaser’s determination of Kaango EBTDA set forth in an Earn-Out Statement, the Disputing Seller or Sellers shall so inform the Purchaser in writing within 30 days of receipt thereof, such writing to set forth the objections in reasonable detail. If the Disputing Seller or Sellers and the Purchaser cannot reach agreement as to any disputed matter relating to the Earn-Out Statement within 30 days after notification by the Disputing Seller or Sellers to the Purchaser of a dispute, they shall forthwith refer the dispute to a nationally recognized accounting firm mutually agreeable to the Disputing Seller or Sellers and the Purchaser for resolution, with the understanding that such firm shall be requested to resolve all disputed items within 30 days after such disputed items are referred to it or as soon as practicable thereafter. If the Purchaser and the Disputing Seller or Sellers are unable to agree on the choice of an accounting firm, they shall select a nationally recognized accounting firm by lot (after excluding the regular outside accounting firms for Sellers and Purchaser). The decision of the accounting firm with respect to all disputed matters relating to the Earn-Out Statement shall be deemed final and conclusive and shall be binding upon the Sellers and the Purchaser. The Disputing Seller or Sellers and Purchaser shall each pay the fees costs of their respective internal and independent accountants and other personnel incurred in the initial preparation, review and final determination of the Earn-Out Statement by the independent accounting firm. The costs and expenses of the accounting firm’s review and determination shall be allocated between (and paid by) the parties to the dispute by the accounting firm based on the relative correctness (as determined by the accountants) of the positions taken by the parties in such dispute. In addition, if the Seller or Sellers does not object to the Earn-Out Statement within the 30-day period referred to above, the Earn-Out Statement shall be deemed final and conclusive and binding upon the Seller and the Purchaser.

(v) The Earn-Out Targets are in part based upon the assumption that the Company will not effect any acquisitions, business combinations, dispositions or similar events. Ordinary course sign-up of new customers or clients not requiring significant capital expenditures shall not be deemed to be an acquisition under this Section 1.3. If, but only if, any such event is effected by the Company during an Earn-Out Period, then the Sellers or the Purchaser, as the case may be, may notify the other party in writing and suggest a modification to the Earn-Out Targets that equitably addresses such events with the objective of preserving for each party the anticipated benefits and burdens of the earn-out as contemplated on the date hereof. If requested by either the Sellers or the Purchaser, Kranitz and an executive officer of the Purchaser having decision making authority in regard to matters arising under this Agreement shall meet within fifteen (15) days following receipt of such notice and seek to agree upon an equitable adjustment to the Earn-Out Targets. The parties shall use commercially reasonable efforts to resolve any dispute relating to the earn-out. In the event the Parties are unable to



resolve any such dispute, then such dispute shall be submitted for resolution to a nationally recognized accounting firm in the same manner as provided in Section 1.3(iv) above.

(vi) KEI and VLM may not transfer or pledge any interest in their rights to receive Earn-Out Payments to any other Person.

## ARTICLE II

### SELLERS' PUT; PURCHASER'S CALL

#### 2.1 Sellers' Put.

(a) Upon the first to occur of (x) January 1, 2013 and (y) the occurrence of a Specified Change in Control, each Seller shall have the right to require Purchaser to purchase all (but not less than all) of its remaining Eligible Units, which right shall be exercisable by such Seller upon written notice to Purchaser delivered within 30 days of such date. Any purchase pursuant to the prior sentence shall be made at a price of \$3,200,000 for all Eligible Units of KEI and \$800,000 for the Eligible Units of VLM plus any amounts deemed to have accrued on such Eligible Units pursuant to Section 1.3. In the event of an Unfavorable Termination of Kranitz, KEI shall forfeit its rights under this Section 2.1 and in the event of an Unfavorable Termination of Vigod, VLM shall forfeit its rights under this Section 2.1.

(b) In the event of a Without Cause Termination of Kranitz, KEI shall have the right to require Purchaser to purchase all (but not less than all) of its Eligible Units, which right shall be exercisable by KEI upon written notice to Purchaser delivered within thirty (30) days of such Without Cause Termination. Any purchase pursuant to the prior sentence shall be made at a price of \$3,200,000 for all Eligible Units of KEI plus amounts deemed to have accrued on such Eligible Units under Section 1.3.

(c) In the event of a Without Cause Termination of Vigod, VLM shall have the right to require Purchaser to purchase all (but not less than all) of its remaining Eligible Units, which right shall be exercisable by VLM upon written notice to Purchaser delivered within thirty (30) days of such Without Cause Termination. Any purchase pursuant to the prior sentence shall be made at a price of \$800,000 for all Eligible Units of VLM plus amounts deemed to have accrued on such Eligible Units under Section 1.3.

(d) The rights of the parties under this Section 2.1 and Section 2.2 shall terminate upon the liquidation of the Company (other than a liquidation comprising part of a transaction described in clause (iv) of the definition of Specified Change in Control).

#### 2.2 Purchaser's Call.

(a) Upon the termination of the employment of Kranitz or Vigod for any reason, the Purchaser shall have the right to purchase all (but not less than all) of the remaining Eligible Units of KEI (in the case of a termination of Kranitz) or VLM (in the case of a termination of Vigod), which right shall be exercisable by Purchaser by written notice to KEI or VLM (as the case may be) during the one hundred eighty (180) days following such termination. Any purchase pursuant to the prior sentence shall be made at a price of \$3,200,000 for the

Eligible Units of KEI and \$800,000 for the Eligible Units of VLM; provided, however, that (i) in the event of an Unfavorable Termination of Kranitz, a number of Eligible Units of KEI equal to the total number of such Eligible Units multiplied by the KEI Forfeiture Fraction shall be forfeited and automatically transferred to Purchaser without consideration regardless of whether the call option is exercised and the purchase price payable for the remaining Eligible Units of KEI shall be \$640,000 multiplied by the number of full years of Kranitz's employment from the date hereof to the date of termination, and (ii) in the event of an Unfavorable Termination of Vigod, a number of Eligible Units of VLM equal to the total number of such Eligible Units multiplied by the VLM Forfeiture Fraction shall be forfeited and automatically transferred to Purchaser without consideration regardless of whether the call option is exercised and the purchase price payable for the remaining Eligible Units of VLM shall be \$160,000 multiplied by the number of full years of Vigod's employment from the date hereof to the date of termination. The "KEI Forfeiture Fraction" shall be a fraction, the numerator of which is five minus the number of full years of Kranitz's employment from the date hereof to the date of termination and the denominator of which is five. The "VLM Forfeiture Fraction" shall be a fraction, the numerator of which is five minus the number of full years of Vigod's employment from the date hereof to the date of termination and the denominator of which is five.

(b) Upon the first to occur of (x) January 1, 2013 and (y) the occurrence of a Specified Change in Control, Purchaser shall have the right to purchase all (but not less than all) of the Eligible Units of KEI and/or VLM, which right shall be exercisable by the Purchaser upon written notice to KEI and/or VLM (as the case may be) delivered within 180 days of such date. Any purchase pursuant to the prior sentence shall be made at a price of \$3,200,000 for the Eligible Units of KEI and \$800,000 for the Eligible Units of VLM; provided, however, that in the event of an Unfavorable Termination of Kranitz at any time prior to the exercise by Purchaser of his rights under this Section 2.2(b), then the purchase price payable for the Eligible Units of KEI (after giving effect to the forfeiture of Eligible Units described in paragraph (a) of this Section 2.2) shall be \$640,000 multiplied by the number of full years of Kranitz's employment from the date hereof to the date of termination, and in the event of an Unfavorable Termination of Vigod, the purchase price payable for the Eligible Units of VLM (after giving effect to the forfeiture of Eligible Units described in paragraph (a) of this Section 2.2) shall be \$160,000 multiplied by the number of full years of Vigod's employment from the date hereof to the date of termination.

2.3 Purchase of Units. The closing of any purchase of Eligible Units pursuant to this Article II shall take place on the fifteenth day after notice of exercise of a right hereunder is given (which time period shall be extended to the extent necessary to obtain any required approval of a Governmental Authority). At any such closing, Seller or Sellers, as the case may be, shall deliver to the Purchaser good and marketable to the Eligible Units free and clear of all Liens, against payment of the purchase price in immediately available funds.

2.4 Cooperation. Purchaser and the Sellers agree that from and after the exercise of any right pursuant to this Article II, each shall use their respective commercially reasonable efforts to take or cause to be taken all actions and to do or cause to be done all things necessary, proper or advisable to consummate the closing thereof, and to cooperate in connection with the foregoing, including using their respective commercially reasonable efforts to obtain all Approvals that are required to be obtained, to effect all necessary registrations, filings and

submissions of information requested by any Governmental Authority and obtain all Consents required under agreements binding upon the Company.

2.5 Transfer of Eligible Units. Neither Seller may transfer or pledge any of its Eligible Units to any Person (other than the Purchaser) unless and until all purchase rights of Purchaser set forth in Section 2.2 have expired unexercised.

### ARTICLE III

#### REPRESENTATIONS AND WARRANTIES OF SELLER

Except as set forth in the Disclosure Letter, dated the date of this Agreement, delivered to Purchaser contemporaneously with the execution and delivery of this Agreement (the "Disclosure Letter") (provided that the Disclosure Letter shall not apply to Section 3.7), each Seller represents and warrants to Purchaser as follows:

3.1 Organization, Existence and Standing. The Company is a limited liability company validly existing and in good standing or its functional equivalent under the laws of its jurisdiction of organization. The Company is qualified to do business and (if such concept of good standing or its functional equivalent is applicable in such jurisdiction) in good standing or its functional equivalent in each jurisdiction where the nature of the business of the Company requires such qualification, with such exceptions as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The Sellers have delivered to Purchaser prior to the date hereof complete and correct copies of the certificate of formation, the limited liability company agreement (or comparable organizational documents) of 24-7, LLC, all documents, including any instrument of assignment, related to and demonstrating successful completion of the Asset Sale, and all documents related to and demonstrating successful completion of the Buyback. Concurrently with the Closing, the Company has taken all steps to adopt the Amended and Restated Operating Agreement attached hereto as Exhibit D, which will become effective upon the Closing. The Company has no subsidiaries, and does not own any stake, partnership interest, membership interest, joint venture interest or other investments in (including loans to) any other Person, and is not obligated or committed to acquire any such interest (or make any such loan).

3.2 Capitalization; Authorization; Asset Sale; KEI and VLM.

(a) The authorized equity interests of 24-7, LLC and the number of units of such or equity interests that are issued and outstanding are set forth on Schedule 3.2(a) of the Disclosure Letter. The ownership of all issued and outstanding equity interests of 24-7, LLC and Old Kaango is set forth in Schedule 3.2(a) of the Disclosure Letter. The Units constitute all of the issued and outstanding equity of 24-7, LLC. All the Units have been validly authorized and issued, are fully paid and, in respect of such jurisdictions where such concept is applicable, nonassessable and have not been issued in violation of any preemptive rights. There is no security, option, warrant, right, call, subscription agreement, commitment or understanding of any nature whatsoever to which 24-7, LLC is a party, that directly or indirectly (i) calls for the issuance, sale, pledge or other disposition of any equity interests of 24-7, LLC or any securities convertible into, or other rights to acquire, any equity interests of 24-7, LLC, (ii) obligates 24-7,

LLC to grant, offer or enter into any of the foregoing or (iii) relates to the voting or control of such equity interests.

(b) Each of the Sellers has, and will transfer to Purchaser at the Closing, good and valid title to the Purchased Units set forth opposite its name on Exhibit C, free and clear of any Lien. Each Seller has full corporate (or other Entity) power and authority to execute, deliver and perform this Agreement and the Ancillary Agreements to be executed and delivered by such Seller and to consummate the transactions contemplated hereby and thereby to be consummated by such Seller. 24-7, LLC has full corporate (or other Entity) power and authority to execute, deliver and perform the Ancillary Agreements to be executed and delivered by 24-7, LLC and to consummate the transactions contemplated hereby and thereby to be consummated by 24-7, LLC. Each of Kranitz and Vigod is a natural person with full capacity to execute, deliver and perform this Agreement and the Ancillary Agreements to be executed and delivered by such Person and to consummate the transactions contemplated hereby and thereby.

(c) The execution, delivery and performance of this Agreement and the Ancillary Agreements to be executed and delivered by the Sellers and the consummation of the transactions contemplated hereby and thereby to be consummated by the Sellers have been duly authorized by all necessary corporate (or other Entity) action on the part of the Sellers. The execution, delivery and performance of this Agreement and the Ancillary Agreements to be executed and delivered by each Seller, Vigod and Kranitz, and the consummation of the transactions contemplated hereby and thereby to be consummated by each Seller, Vigod and Kranitz do not and will not (i) contravene or violate the certificate of incorporation or by-laws (or comparable governing instruments) of such Seller; (ii) conflict with, violate, result in a breach or termination of, result in any default under, entitle any Person (with due notice or lapse of time or both) to terminate, cancel, accelerate, modify or call a default with respect to, any contract, agreement, mortgage, Lien, lease, order, arbitration award, judgment or decree or other commitment to which such Seller, Vigod and Kranitz is a party or by which such Seller, Vigod and Kranitz (or any of their Affiliates) or any of their respective Assets is bound, or result in the acceleration of the due date of any Liability of such Seller, Vigod and Kranitz (or any of their Affiliates); (iii) require such Seller, Vigod and Kranitz (or any of their Affiliates) to obtain, secure or make any Approval or Consent; or (iv) conflict with, or result in a breach of, any Legal Requirement to which such Seller, Vigod and Kranitz is subject. No Consent or other action by the stockholders, security holders or other equity holders of any Seller, is required in connection with the execution, delivery and performance by such Seller, Vigod and Kranitz of this Agreement and the Ancillary Agreements to be executed and delivered by such Seller, Vigod and Kranitz, as the case may be, that has not heretofore been irrevocably obtained.

(d) This Agreement has been, and the Ancillary Agreements to be executed and delivered by the Sellers, Vigod and Kranitz have been, duly executed and delivered by such Seller, Vigod and Kranitz, as the case may be. This Agreement and the Ancillary Agreements constitute, the legal, valid and binding obligation of each Seller, Vigod and Kranitz, as the case may be, enforceable against such Seller, Vigod and Kranitz, as the case may be, in accordance with their respective terms, except as such enforceability may be limited by applicable Legal Requirements relating to bankruptcy, insolvency, reorganization, moratorium or other similar Legal Requirements relating to or affecting creditors' rights generally and except as

such enforceability is subject to general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law).

(e) The performance and consummation of the Asset Sale and all of the agreements, instruments and other documents, including without limitation, all instruments of conveyance and bills of sale (the "Asset Sale Documents") to be executed and delivered by the parties thereto have been duly authorized by all necessary corporate (or other Entity) action on the part of Old Kaango and 24-7, LLC. The execution, delivery and performance of all Asset Sale Documents to be executed and delivered by the parties thereto and the consummation of the transactions contemplated thereby to be consummated by the parties thereto do not and will not (i) contravene or violate the certificate of incorporation, by-laws, certificate of organization and operating agreement (or comparable governing instruments) of either Seller, Old Kaango or 24-7, LLC; (ii) conflict with, violate, result in a breach or termination of, result in any default under, entitle any Person (with due notice or lapse of time or both) to terminate, cancel, accelerate, modify or call a default with respect to, any contract, agreement, mortgage, Lien, lease, order, arbitration award, judgment or decree or other commitment to which Old Kaango or 24-7, LLC is a party or by which Old Kaango or 24-7, LLC (or any of their Affiliates) or any of their respective Assets is bound, or result in the acceleration of the due date of any Liability of such Old Kaango or 24-7, LLC (or any of their Affiliates); (iii) require Old Kaango or 24-7, LLC (or any of their Affiliates) to obtain, secure or make any Approval or Consent; or (iv) conflict with, or result in a breach of, any Legal Requirement to which Old Kaango or 24-7, LLC is subject. No Consent or other action by the stockholders, security holders or other equity holders of Old Kaango or 24-7, LLC (or any of their Affiliates) is required in connection with the execution, delivery and performance by Old Kaango or 24-7, LLC of the Asset Sale Documents to be executed and delivered by the parties thereto, that has not heretofore been irrevocably obtained.

(f) The Asset Sale Documents have been duly executed and delivered by the parties thereto. The Asset Sale Documents constitute the legal, valid and binding obligation of the parties thereto, enforceable against such party in accordance with their respective terms, except as such enforceability may be limited by applicable Legal Requirements relating to bankruptcy, insolvency, reorganization, moratorium or other similar Legal Requirements relating to or affecting creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law).

(g) Good and marketable title to all Assets of Old Kaango in existence on the date prior to the date hereto have been transferred to 24-7, LLC pursuant to Assets Sale Documents, free and clear of all Liens.

(h) Except as listed in Schedule 3.2(h)-1, the only Assets ever held by KEI and VLM are Units and equity in Old Kaango (and cash), and except as listed in Schedule 3.2(h)-2, KEI and VLM have no Liabilities other than those arising as a consequence of the holding of such Assets.

### 3.3 Undisclosed Liabilities; Receivables; Absence of Debt.

(a) Except for Liabilities (i) reflected on the Interim Balance Sheet, (ii) disclosed in the Disclosure Letter, (iii) arising under Contracts in respect of periods following the Closing or (iv) not unusual in nature or amount arising since the Interim Balance Sheet Date in the ordinary course of business consistent with past practices, the Company has no material Liabilities of any kind, fixed, contingent or otherwise.

(b) All of the accounts receivable of the Company represent amounts receivable for merchandise actually delivered or services actually provided (or, in the case of non-trade accounts or notes, represent amounts receivable in respect of other bona fide business transactions), have arisen from bona fide transactions in the ordinary course, are not subject to any defenses, counterclaims or setoffs and have been billed and, except as set forth on Schedule 3.3-1 to the Disclosure Letter, are due within thirty (30) days after such billing. None of such accounts receivable arises from a transaction with or is owed to, an Insider. Schedule 3.3-2 to the Disclosure Letter sets forth (a) the total amount of accounts receivable of the Company outstanding as of the last day of the last completed calendar month immediately preceding the date of this Agreement and (b) the aging of such accounts receivable based on the following schedule: 0-30 days, 31-60 days, 61-90 days and over 90 days, from the due date thereof.

(c) Except as set forth on Schedule 3.3(c) of the Disclosure Letter, the Company has no obligations for Debt.

3.4 Financial Statements. A true, correct and complete copy of (x) the unaudited balance sheet of 24-7, LLC as at December 31, 2006 and December 31, 2005 and the related unaudited statements of income for the twelve-month periods then ended, (y) the unaudited balance sheet Old Kaango as at December 31, 2006 and the related unaudited statements of income for the twelve-month period then ended, and (z) the unaudited interim balance sheet of each of 24-7, LLC and Old Kaango (the "Interim Balance Sheet") as at September 30, 2007 (the "Interim Balance Sheet Date") and the related unaudited statements of income for the nine-month period then ended are attached as Schedule 3.4 of the Disclosure Letter (all such financial statements, the "Financial Statements"). The balance sheets included in the Financial Statements fairly present the financial position of each of 24-7, LLC and Old Kaango as of the dates indicated, and the statements of income included in the Financial Statements fairly present the results of operations of each of 24-7, LLC and Old Kaango for the periods indicated, in each case, in conformity with GAAP applied on a consistent basis throughout the periods specified, except as expressly set forth therein and except that the Interim Balance Sheet and the related unaudited statements of income for the nine-month period ended on the Interim Balance Sheet Date are subject to normal year-end adjustments. The statements of income included in the Financial Statements do not contain or reflect any items of special, extraordinary or nonrecurring income or expense except as expressly specified therein, and the balance sheets included in the Financial Statements do not reflect any write-up or revaluation increasing the book value of any Assets. All fees, charges, costs and expenses associated with the ownership, leasing, operation, maintenance and management of the business of the Company have been fully and properly reflected and charged on the Financial Statements. The income statements included in the Financial Statements do not, because of the provision of services or the bearing of costs and expenses by any other person or for any other reason, understate the true costs and expenses of

conducting the business of the Company. The Financial Statements fairly reflect, in all material respect, all of the expenses necessary to operate the business of the Company as presently conducted.

3.5 Operation of the Business Since the Interim Balance Sheet Date. Since the Interim Balance Sheet Date, (a) the Company has been operated only in the ordinary course of business consistent with past practices, (b) no damage, destruction or loss affecting the Assets of the Company, whether or not covered by insurance, in an amount exceeding \$5,000 in the aggregate has occurred, and (c) the Company has not:

(a) disposed or transferred any Asset except for the sale, lease, transfer or purchase of an Asset related to the Asset Sale contemplated herein or that has a book value of less than \$5,000 in the ordinary course of the business and consistent with past practice;

(b) made, or entered into any Contract having a term of more than one year or involving consideration of in excess of \$5,000 (except as required in conjunction with the Asset Sale), or terminated, modified, waived any provision of, or failed to observe any covenant or agreement contained in, any material Contract of the Company, other than the Material Contracts disclosed on Schedule 3.14 pursuant to Section 3.14;

(c) mortgaged, pledged or subjected to any Lien any Asset of the Company, except Permitted Liens as set forth on Schedule 3.6(c);

(d) changed or modified in any material respect the Company's existing inventory management or credit and collection policies, procedures and practices with respect to accounts receivable;

(e) changed any method of accounting or accounting practice or Tax calculating or Tax reporting methods or practices with respect to the Company, except as required by GAAP and applicable Legal Requirements;

(f) entered into any transaction with any Insider;

(g) settled any material claim or Action involving money damages or waive or release any material rights or claims, except in the ordinary course of business consistent with past practice;

(h) transferred (except as required in conjunction with the Asset Sale) or disposed of or permitted to lapse any right to the use of any Intellectual Property or Technology; or

(i) authorized any of, or committed or agreed to take, whether in writing or otherwise, any of the foregoing actions.

### 3.6 Property.

(a) Part A of Schedule 3.6(a) of the Disclosure Letter contains a list of all real property currently leased to the Company. The Company has no other interests in real property.

(b) The fixtures and improvements on the Leased Real Property and all Machinery and Equipment and other tangible Assets of the Company are in all material respects in good operating condition, ordinary wear and tear excepted. All necessary material occupancy and other certificates and Permits for the occupancy and lawful of the Leased Real Property have been issued and are in full force and effect.

(c) The Company has good and marketable title to all of the Assets reflected on the Interim Balance Sheet or thereafter acquired, in each case, free and clear of all Liens except Permitted Liens as set forth on Schedule 3.6(c).

(d) No Insider has any right in or to any of the Assets which are owned, used or held for use in the conduct by the Company of its business.

### 3.7 Taxes.

(a) All Tax Returns required to be filed by the Company have been timely filed with the appropriate Governmental Authority, and such Tax Returns are true, correct and complete in all material respects. All Taxes required to be reported on such Tax Returns or otherwise required to be paid on or prior to the Closing Date have been timely paid. The Company has no Liability for Taxes (and since the Interim Balance Sheet Date, has not paid any Taxes), other than those reflected on the Interim Balance Sheet or incurred in the ordinary course of business after the Interim Balance Sheet Date.

(b) There are no audits, disputes, claims, assessments, levies or administrative or judicial proceedings pending or, to the Knowledge of the Sellers or the Company, threatened against the Company relating to Taxes, and no Governmental Authority has given the Company written notice of the commencement of any audit, examination or other deficiency action with respect to Taxes.

(c) All Taxes due with respect to any completed and settled audit, examination or deficiency action with any Governmental Authority for which the Company might be liable have been paid in full, and there are no Liens for Taxes respect to any of the assets of the Company, except for Liens for Taxes not yet due and payable;

(d) The Company has not requested a waiver of, or extended or waived, the application of any statute of limitations of any jurisdiction regarding the assessment or collection of any Tax, except to the extent that the statute of limitations as so extended or waived has subsequently expired.

(e) The Company has withheld and paid to the appropriate Governmental Authority all withholding or employment Taxes in connection with amounts paid or owing to any employee, independent contractor or other third party and has complied with all applicable information reporting requirements.

(f) No claim has ever been made by a Governmental Authority in a jurisdiction where the Company does not file Tax Returns that the Company or its owners is or may be subject to taxation by that jurisdiction.



(g) The Company is not liable for Taxes of any other Person (i) as a successor or transferee, (ii) pursuant to Treas. Reg. §1.1502-6 or any similar provision of state, local or foreign Law, or (iii) pursuant to any Tax sharing, allocation or indemnity agreement.

(h) The Company has not participated in any “reportable transaction” as defined under Treasury Regulations section 1.6011-4, and is not otherwise required to maintain a list pursuant to Treasury Regulations sections 301.6112-1 or 301.6112-1T

(i) For United States federal, state and local income tax purposes, 24-7, LLC is, and has always been, treated as a partnership within the meaning of Treas. Reg. § 301.7701-2(c)(1).

(j) The Sellers are not foreign persons subject to withholding under Section 1445 of the Code, and each Seller will deliver a certificate to that effect at Closing.

### 3.8 Intellectual Property; Technology.

(a) Schedule 3.8(a) of the Disclosure Letter contains a true, complete and correct list of all Intellectual Property for which registration has been issued by, or has been applied for and is pending with, the United States Patent and Trademark Office (the “PTO”), the United States Copyright Office, any state trademark offices and the patent, trademark, copyright and other corresponding offices of foreign jurisdictions; specifying as to each, as applicable: (i) the owner of such Intellectual Property and (ii) the jurisdictions in which such Intellectual Property has been registered, or in which an application for registration has been filed, and the registration or application numbers. Schedule 3.8(a) of the Disclosure Letter further sets forth a true, complete and correct list of all domain name registrations that are included in the Intellectual Property.

(b) Other than as set forth in Schedule 3.8(b) of the Disclosure Letter: (i) there are no licenses or other agreements from or with third parties under which the Company uses or exercises any rights with respect to any of the Intellectual Property or Technology (other than standard, commercially available off-the-shelf software); (ii) the Company has not received (and neither Kranitz nor Vigod have any knowledge of) any notice from any other Person pertaining to or challenging the right of the Company or any its Affiliates (or any other Person) to use any of the Intellectual Property or any Technology, and there is no interference, opposition, cancellation, reexamination or other Action, pending or to the knowledge of Kranitz and/or Vigod threatened with respect to any Intellectual Property or Technology; (iii) no licenses have been granted and neither Sellers nor any of their Affiliates have an obligation to grant licenses with respect to any Intellectual Property or Technology; (iv) no claims have been made by the Company or any of its Affiliates of any violation or infringement by others of rights with respect to any Intellectual Property or Technology, and neither Kranitz nor Vigod have any knowledge of any basis for the making of any such claim; and (v) the use by the Company of the Intellectual Property and Technology (past and present) has not violated or infringed any rights of other Persons, or constituted a breach of any Contract (or other agreement or commitment).

(c) The Company holds such rights in and to the Intellectual Property and Technology as necessary to conduct the business of the Company as now conducted and as

proposed to be so conducted without the payment of a royalty or other fee to any Person, and such rights will not be adversely affected by the execution and delivery of this Agreement, the Ancillary Agreements or the consummation of the transactions contemplated hereby and thereby.

3.9 Pending or Threatened Actions. There is no Action pending or, to the knowledge of the Sellers, threatened against the Company, at law or in equity, before or by any court, arbitrator or other Government Authority. The Company is not subject to any judgment, decree, writ, injunction or order of any court, arbitrator or any other Governmental Authority. Neither Kranitz nor Vigod is subject to any judgment, decree, writ, injunction or order of any court relating to their ownership of the Units or employment by the Company.

3.10 Permits. The Company has been granted and holds, and has made, all material Permits necessary to the conduct of the business of the Company.

3.11 Compliance with Legal Requirements. The business of the Company (including without limitation the Kaango website) is and has been operated in compliance in all material respects with all Legal Requirements. No notice of non-compliance by Company with any Legal Requirement has been received by the Company or any of its Affiliates (and the Sellers have no knowledge of any such notice delivered to any other Person), except in respect of instances of non-compliance that are not material (individually and in the aggregate) and have been discharged without Liability to, or adverse effect on, the Company following the Closing.

3.12 Transactions with Insiders. Set forth in Schedule 3.12 of the Disclosure Letter is a true, correct and complete list and description of (i) each Contract between the Company, on the one hand, and one or more of its Insiders, on the other hand, (ii) all transactions (including without limitation loans) between the Company, on the one hand, and any one or more of its Insiders, on the other hand, that have occurred since January 1, 2006; (iii) all goods and services provided to the Company by one or more of its Insiders; (iv) all Assets used in the business of the Company in which one or more of its Insiders holds an interest; (v) all personal expenses of any Insider which have been borne by the Company since January 1, 2005; and (vi) all distributions on account of equity of the Company and Old Kaango since January 1, 2007.

3.13 Employee Benefits.

(a) Neither the Company nor any Seller sponsors or maintains, or has any present or future liability (whether contingent or direct) to, and has no (and has never had any) (i) "employee benefit plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), (ii) other employee benefit plan, arrangement or policy, including any stock option, stock purchase, stock award, phantom stock, stock appreciation, deferred compensation, pension, retirement, savings, profit sharing, incentive, bonus, health, life insurance, cafeteria, flexible spending, dependent care, fringe benefit, vacation pay, holiday pay, disability, sick pay, workers compensation, unemployment, severance, retention, employee loan or educational assistance plan, arrangement or policy, and (iii) employment, indemnification, consulting, severance or change-in-control agreement, in each case, which covers any current or former directors, employees or independent contractors of the Company or any Seller whether or not written ("Benefit Plans"). The Company and each Seller does not have, and has never had, any employees.

(b) The Company and each Seller has properly classified for all purposes (including, without limitation, for all Tax purposes) all employees, leased employees, consultants and independent contractors, and has withheld and paid all applicable Taxes and made all appropriate filings in connection with services provided by such persons to the Company and the Sellers.

3.14 Material Contracts. Schedule 3.14 of the Disclosure Schedule sets forth a true, complete and correct list of (i) any Contract providing for aggregate payments to or by the Company in excess of \$25,000 during the remainder of the term of such Contract, (ii) any Contract providing for aggregate payments to or by the Company in excess of \$25,000 any year, (iii) any Contract providing for the lease by or to the Company of any interest in real property, (iv) any Contract containing non-competition, non-solicitation or other limitations restricting the conduct of the Company or any of its Affiliate's ability to compete with any Person or to solicit the employees or customers of any Person and (v) any other Contract that is material to the business of the Company (collectively "Material Contracts"). Neither the Company nor any of its Affiliates, nor to the knowledge of the Sellers, any other party to any Material Contract, is in breach or default under any Material Contract, no event has occurred that, with the giving of notice or the lapse of time or both, would constitute a breach or default under any Material Contract or that would entitle any counterparty to terminate a Material Contract. No counterparty to any Material Contract has given notice that it elects to terminate (or not renew) such Material Contract. To the Knowledge of Kranitz and Vigod, no counterparty to any Material Contract intends to terminate (or not renew), or seek material changes to the terms of, such Material Contract. The execution of this Agreement and the consummation of the transactions contemplated hereby will not result in a breach or default under any Material Contract. True, complete and correct copies of all Material Contracts have heretofore been delivered to Purchaser.

3.15 Bank Accounts; Officers; Insurance.

(a) Schedule 3.15(a) of the Disclosure Letter sets forth the name of each bank in which the Company has an account or safe deposit box or standby letter of credit, the identifying numbers or symbols thereof and the names of all persons authorized to draw thereon or to have access thereto.

(b) Schedule 3.15(b) of the Disclosure Letter sets forth the names and titles of all authorized signatories of the Company for the bank accounts identified on Schedule 3.15(a) of the Disclosure Letter.

(c) Schedule 3.15(c) contains a true and complete list of all liability, property, workers' compensation, directors' and officers' liability and other insurance policies currently in effect that insure the business, operations or employees of the Company or affect or relate to the ownership, use or operation of any of the Assets of the Company and that (i) have been issued to the Company or (ii) have been issued to any Person (other than the Company) for the benefit of the Company.

3.16 Brokers or Finders. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with this Agreement, the Ancillary

Agreements or the transactions contemplated hereby or thereby based upon any agreements, written, oral or otherwise made by or on behalf of Seller or any of its Affiliates.

#### ARTICLE IV

##### REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Seller as follows:

4.1 Organization, Existence and Standing. Purchaser is a limited liability company validly existing and in good standing under the laws of the State of Delaware.

4.2 Capacity; Authorization. Purchaser has full limited liability company power and authority to execute, deliver and perform this Agreement and the Ancillary Agreements to be executed and delivered by Purchaser and to consummate the transactions contemplated hereby and thereby to be consummated by Purchaser. The execution, delivery and performance of this Agreement and the Ancillary Agreements to be executed and delivered by Purchaser, and the consummation of the transactions contemplated hereby and thereby to be consummated by Purchaser have been duly authorized by all necessary corporate action on the part of Purchaser. The execution, delivery and performance of this Agreement and the Ancillary Agreements to be executed and delivered by Purchaser, and the consummation of the transactions contemplated hereby and thereby to be consummated by Purchaser do not and will not (i) contravene or violate the certificate of incorporation or by-laws (or comparable governing instruments) of Purchaser; (ii) conflict with, violate, result in a breach or termination of, result in any default under, entitle any Person (with due notice or lapse of time or both) to terminate, cancel, accelerate, modify or call a default with respect to any contract, agreement, mortgage, Lien, lease, order, arbitration award, judgment or decree or other commitment to which Purchaser or any of its Affiliates is a party or by which Purchaser, any of its Affiliates or any of their respective Assets is bound or result in the acceleration of the due date of any Liability of Purchaser or any of its Affiliates; (iii) require Purchaser or any of its Affiliates to obtain, secure or make any Approval or Consent; or (iv) conflict with, or result in a breach of, any Legal Requirement to which Purchaser or any of its Affiliates is subject. No Consent or other action by the shareholders or other security holders of Purchaser or any of its Affiliates is required in connection with the execution, delivery and performance by Purchaser of this Agreement or the Ancillary Agreements to be executed and delivered by Purchaser that has not heretofore been irrevocably obtained. This Agreement has been, and the Ancillary Agreements to be executed and delivered by Purchaser have been, duly executed and delivered by Purchaser. This Agreement and the Ancillary Agreements constitute the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with their respective terms, except as such enforceability may be limited by applicable Legal Requirements relating to bankruptcy, insolvency, reorganization, moratorium or similar Legal Requirements relating to or affecting creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law).

4.3 Brokers or Finders. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with this Agreement, the Ancillary

Agreements or the transactions contemplated hereby or thereby based upon any agreements, written, oral or otherwise made by or on behalf of Purchaser or its Affiliates.

## ARTICLE V

### COVENANTS OF THE PARTIES

5.1 Announcements. Except as may be required by applicable Legal Requirements or stock exchange rules (including the Securities Exchange Act of 1934, as amended, which MediaNews Group, Inc. complies with on a voluntary basis), no party (or any Affiliate thereof) will make a public announcement of the transactions contemplated hereby without the prior consent of Sellers, in the case of an announcement by Purchaser or its Affiliates, or Purchaser in the case of an announcement by any Seller or any of its Affiliates, such consent not to be unreasonably withheld or delayed.

5.2 Further Assurances. From time to time after the Closing and without further consideration, the parties will execute and deliver, or arrange for the execution and delivery of, such other instruments of conveyance and transfer or other instruments or documents and take or arrange for such other actions as may reasonably be requested to complete more effectively any of the transactions provided for in this Agreement or the Ancillary Agreements.

## ARTICLE VI

### RESTRICTIVE COVENANTS

6.1 Non-Solicitation of Employees. Each of KEI, VLM, Vigod and Kranitz agrees, to the maximum extent not violative of applicable Legal Requirements, that for a period of five (5) years following the Closing (the "Non-Compete Period"), he or it will not, nor will he or it permit any of their Affiliates to, directly or indirectly, solicit for employment or hire any Business Employee, who is or has been employed by the Company or any of its Affiliates, at, or at any time within one (1) year prior to, the time of the act of solicitation or hiring. Without limitation on such prohibition on hiring, general solicitation, such as through newspaper advertisements not directed at Business Employees, shall not be deemed to violate the prohibition on solicitation contained in this Section 6.1.

6.2 Non-Competition. Each of KEI, VLM, Kranitz and Vigod agree, to the maximum extent not violative of applicable Legal Requirements, that during the Non-Compete Period, he or it will not, nor will he or it permit any of its Affiliates to, directly or indirectly engage or assist (whether as owner, operator, shareholder, manager, consultant, marketer, promoter, strategic partner or otherwise) in any business that engages in the publishing, distribution, displaying, producing, designing, selling or marketing of classified advertising over the internet to users in the United States. The preceding sentence shall not prohibit KEI, VLM, Kranitz or Vigod or any of their respective Affiliates from holding less than five-percent (5%) of the capital stock of any corporation listed on any stock exchange if such stockholding does grant any preference or other special rights and/or influence on the management of such corporation.

6.3 Unenforceability; Severability; Specific Performance.

(a) It is the desire and intent of the parties hereto that the restrictions contained in Sections 6.1 and 6.2 shall be enforced to the fullest extent permitted under the Legal Requirements of each jurisdiction in which enforcement is sought. If any court determines that any provision included in Sections 6.1 or 6.2 is unenforceable, such court will have the power to reduce the duration or scope of such provision, as the case may be, or terminate such provision and, in reduced form, such provision shall be enforceable; it is the intention of the parties hereto that the foregoing restrictions shall not be terminated, unless so terminated by a court, but shall be deemed amended to the extent required to render them valid and enforceable, such amendment to apply only with respect to the operation of this Agreement in the jurisdiction of the court that has made the adjudication.

(b) Each of the covenants contained in Sections 6.1 and 6.2 shall be construed as a series of separate covenants, (i) in the case of Section 6.1, one for each one-year period of the Non-Compete Period and (ii) in the case of Section 6.2, one for each country, one for each state, province or other political subdivision included in each such country, one for each county and city included within each such state, province or other political subdivision, and, for each such country, state, province or other political subdivision, county or city, one for each one-year period of the Restricted Period.

(c) Each Seller acknowledges and agrees that the restrictions contained in Sections 6.1 and 6.2 are a reasonable and necessary protection of the immediate interests of Purchaser, and any violation of these restrictions would cause substantial injury to Purchaser and that Purchaser would not have entered into this Agreement without receiving the additional consideration offered by Seller in binding itself and its Affiliates to these restrictions. In the event of a breach or a threatened breach by Seller or any of its Affiliates of these restrictions, Purchaser will be entitled to an injunction restraining Seller or such Affiliate from such breach or threatened breach without the necessity of (x) proving the inadequacy as a remedy of money damages or (y) posting a bond or other surety; provided, however, that the right to injunctive relief will not be construed as prohibiting the Purchaser from pursuing any other available remedies, whether at law or in equity, for such breach or threatened breach.

6.4 KEI and VLM. KEI and VLM will, until the earlier of (x) such time as all Units owned by either of them are transferred pursuant to Sections 2.1 and 2.2 or (y) June 30, 2013, (i) hold no Assets other than Units, rights hereunder, equity in Old Kaango and cash, will operate no business and engage in no activities other than the holding of such Assets and will incur no Liabilities other than Liabilities hereunder and Liabilities for Taxes except those Assets and Liabilities as listed in Schedules 3.2(h)-1 and 3.2(h)-2 and (ii) be wholly-owned by Kranitz and his wife, in the case of KEI, and wholly-owned by Vigod, in the case of VLM, except for any transfer of ownership of the equity thereof (subject to this Agreement) by testamentary succession.

## ARTICLE VII

### THE CLOSING

7.1 Date and Time. The closing of the transactions contemplated hereunder (the “Closing”) will take place at the New York offices of Hughes Hubbard & Reed LLP, concurrently with the execution of this Agreement. The date on which the Closing occurs is referred to herein as the “Closing Date.” The Closing shall be deemed to be effective between the parties as of 12:01 a.m. (New York time) on the Closing Date.

7.2 Sellers’ Closing Documents. Concurrently with the execution of this Agreement, Sellers are delivering, or causing to be delivered, to Purchaser the following instruments and documents:

- (a) an instrument of transfer of the Purchased Units, in form and substance reasonably satisfactory to Purchaser, duly executed by KEI and VLM;
- (b) except as Purchaser may otherwise specify to Seller in writing prior to the Closing, the written resignation of each director and executive officer and secretary of the Company (or such officers or directors shall have been otherwise removed);
- (c) U.C.C. termination statements and releases of mortgages in recordable form and other appropriate releases, in form and substance satisfactory to Purchaser, with respect to all recorded Liens (other than Permitted Liens) in the Assets of the Company;
- (d) copies of all Consents and Approvals obtained or made in connection with the consummation of the transactions contemplated hereby;
- (e) copies of executed employment agreements between the Company and Kranitz and between the Company and Vigod;
- (f) copies of executed general releases of the Company given by Phil Lockwood and Matthew Summers, as well as evidence reasonably satisfactory to Purchaser of the assignment by such individuals (and their employers or companies) of all rights in and to all Intellectual Property developed for the Company;
- (g) copies of resolutions adopted by the Board of Directors of each Seller, certified as of the Closing Date by the Secretary of each Seller, approving the execution and delivery of this Agreement, the Ancillary Agreements to be executed and delivered by Seller and the performance by Seller of its obligations hereunder and thereunder, and (ii) copies of resolutions adopted by the Board of Directors (or comparable governing bodies) of the Company, certified as of the Closing Date by the Secretary of the Company, approving the execution and delivery of the Ancillary Agreements to be executed and delivered by the Company and the performance by the Company of its obligations hereunder and thereunder;
- (h) copies of executed waivers by the spouses of each of Kranitz and Vigod waiving any and all rights in and to the Purchased Units or Eligible Units (including without

limitation under principles of community property and like principles) and to receive any consideration hereunder;

(i) copies of executed general releases of the Company given by Vigod and Kranitz and each Seller;

(j) evidence reasonably satisfactory to Purchaser of the successful completion of the Buyback and the disclosure to the Minority Holders of the material terms of the transactions contemplated by this Agreement;

(k) evidence reasonably satisfactory to Purchaser of the satisfaction of all Liabilities of the Company to Caxy Partners, and the termination of all agreements between the Company and Caxy Partners;

(l) a certificate from each Seller certifying that such Seller is not a foreign person that is subject to withholding under Section 1445 of the Code in a form reasonably acceptable to Purchaser; and

(k) such other documents or instruments as Purchaser reasonably requests to effect the transactions contemplated hereby.

7.3 Purchaser's Closing Actions and Documents. Concurrently with the execution of this Agreement, Purchaser shall (i) pay to Sellers an amount equal to the Closing Payment by wire transfer of immediately available funds to the accounts designated by Seller; and (ii) contribute to the Company an amount equal to \$3,970,000 for general working capital purposes and to fund the Buyback and Asset Sale. Purchaser shall at the Closing deliver to Seller copies of resolutions adopted by the Board of Directors (or comparable governing body) of Purchaser, certified as of the Closing Date by the Secretary of Purchaser, approving the execution and delivery of this Agreement and the Ancillary Agreements to be executed and delivered by Purchaser and the performance by Purchaser of its obligations hereunder and thereunder.

## ARTICLE VIII

### INDEMNIFICATION

8.1 Survival. The representations, warranties, covenants and agreements contained in or made pursuant to this Agreement or any Schedule hereto will indefinitely survive (and not be affected in any way by) the Closing or any investigation and inquiry made (or omitted) by or on behalf of Purchaser or its representatives or any information that any party or their representatives may receive, except that (x) the representations and warranties contained in Article III (other than those contained in Sections 3.1 (Organization, Existence and Standing), 3.2 (Capitalization; Authorization and Asset Sale), 3.6(c) (Property), 3.7 (Taxes), 3.8 (Intellectual Property; Technology), 3.13 (Employee Benefits), 3.16 (Brokers or Finders), 4.1 (Organization, Existence and Standing), 4.2 (Capacity; Authorization) and 4.3 (Brokers or Finders) (the "Specified Representations") shall terminate on the date that is eighteen (18) months following the Closing Date; (y) the representations and warranties contained in Section 3.8 (Intellectual Property; Technology) shall terminate on the date that is three (3) years



following the Closing Date and (z) the other Specified Representations shall terminate on the date that is (30) days following the expiration of the statute of limitation applicable to the matters to which the relevant representation and warranty relates; provided, however, that such representations, warranties and rights of indemnification shall survive to the extent a claim for indemnification or other claim based upon, resulting from or arising out of a breach or inaccuracy of such a representation and warranty or under such rights of indemnification is made prior to such date until such claim is finally resolved.

8.2 Sellers' Indemnification Obligation. Each Seller, Kranitz and Vigod (subject to Section 8.5(c)) covenants to indemnify and hold harmless Purchaser and its Affiliates and the respective directors, officers and employees of the foregoing Persons ("Purchaser Indemnified Parties") from and against:

(a) any and all Losses which are imposed on, incurred by or asserted against any one or more of the Purchaser Indemnified Parties, based upon, resulting from or arising out of any breach or inaccuracy of any representation or warranty or breach of any agreement or covenant, in each case made by such Seller, Kranitz and Vigod in or pursuant to this Agreement;

(b) any and all Excluded Liabilities or Buyback Liabilities that may be asserted against or incurred by Purchaser Indemnified Parties;

(c) any and all Losses imposed on, incurred by or asserted against Purchaser Indemnified Parties arising out of or relating to claims by Minority Holders alleging breach of fiduciary duty, fraud, misrepresentation or any other claim relating to the Buyback and subsequent sale of the Minority Holders' equity by Sellers to Purchaser pursuant to this Agreement or the consideration (or lack thereof) received by such Minority Holders in connection with the Buyback; and

(d) any cost or expense (including settlement costs and reasonable attorneys', accountants' and experts' fees and court costs) incurred by Purchaser Indemnified Parties in connection with any of the foregoing (including any reasonable cost or expense incurred by Purchaser Indemnified Parties in enforcing their rights pursuant to this Section 8.2).

No Purchaser Indemnified Party will be required to make any claim or demand against any other Person prior to the making of any claim or demand for indemnification or at any other time.

8.3 Purchaser's Indemnification Obligation. Purchaser shall indemnify and hold harmless Sellers or their Affiliates and the respective directors, officers and employees of the foregoing Persons ("Seller Indemnified Parties") from and against:

(a) any and all Losses which are imposed on, incurred by or asserted against any one or more of the Seller Indemnified Parties, based upon, resulting from or arising out of any breach or inaccuracy of any representation or warranty or breach of any agreement or covenant, in each case made by Purchaser in or pursuant to this Agreement; and

(b) any cost or expense (including settlement costs and reasonable attorneys', accountants' and experts' fees and court costs) incurred by Seller Indemnified Parties in

connection with any of the foregoing (including any reasonable cost or expense incurred by Seller Indemnified Parties in enforcing their rights pursuant to this Section 8.3).

No Seller Indemnified Party will be required to make any claim or demand against any other Person prior to the making of any claim or demand for indemnification or at any other time.

#### 8.4 Procedure for Indemnification Claims.

(a) Any claim for indemnification under Sections 8.2 or 8.3 will be made in accordance with this Section 8.4. Purchaser Indemnified Parties and Seller Indemnified Parties are referred to herein as "Indemnified Parties," and the Persons from whom indemnification may be sought pursuant to Sections 8.2 and 8.3 are referred to herein as "Indemnifying Parties."

(b) In the case of any claim for indemnification under Sections 8.2 or 8.3 arising from a claim of a third Person, the Indemnified Party will give the Indemnifying Party notice of such claim within twenty (20) days following the Indemnified Party's receipt of such claim, provided that the failure to notify or a delay in notifying an Indemnifying Party as provided in this sentence will not relieve the Indemnifying Party of its obligations pursuant to Sections 8.2 or 8.3, as applicable, except to the extent the Indemnifying Party is materially prejudiced by such failure or delay. If at any time an Indemnified Party determines to assert a right to indemnification hereunder in respect of any other matter, the Indemnified Party will give to the Indemnifying Party written notice of such determination.

(c) Within fifteen (15) days after receipt of any notice referred to in paragraph (b) above, the Indemnifying Party will (i) acknowledge in writing its responsibility for all or part of such matter for which indemnification is sought under this Article VIII, and pay or otherwise satisfy the portion of such matter as to which responsibility is acknowledged or take such other action as is satisfactory to the Indemnified Party to provide security for the performance of its obligations hereunder and/or (ii) give written notice to the Indemnified Party of its intention to dispute or contest all or part of such responsibility. Upon delivery of such notice of intention to contest, the parties will negotiate in good faith to resolve as promptly as possible any dispute as to responsibility for, or the amount of, any such matter.

(d) Each party hereto shall cooperate in good faith with, make its relevant files and records available for inspection and copying by, and make its employees available and otherwise render reasonable assistance to, the other parties in their defense of any such claims. Each Indemnifying Party shall have the right, at its sole expense, to control the defense of any claim brought by any third Person (as to which indemnification is sought pursuant to this Article VIII) with counsel of such Indemnifying Party's choice that is reasonably satisfactory to the Indemnified Party, and shall have the right to settle or otherwise protect against the imposition of liability with respect to such claim, in each case if such Indemnifying Party shall have taken the action described in clause (i) of the first sentence of Section 8.4(c) with respect to such claim; provided, however, that:

(i) the Indemnified Parties shall be entitled to participate in the defense of such claim and to employ counsel at their own expense to assist in the handling of

such claim and shall have the right, but not the obligation, to assert any and all cross-claims and counterclaims they may have;

(ii) such Indemnifying Party shall obtain the prior written approval of each Indemnified Party before entering into any settlement of any such claim or ceasing to defend against any such claim, if pursuant to or as a result of such settlement or cessation, injunctive or other equitable relief would be imposed against such Indemnified Party or its Affiliates or (if such Indemnified Party is a Purchaser Indemnified Party) such settlement or cessation could, in the reasonable opinion of Purchaser, have an adverse effect upon the business of the Company;

(iii) such Indemnifying Party shall not consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by each claimant or plaintiff to each Indemnified Party of a release from all Liability in respect of such claim; and

(iv) at the election of the Indemnified Party, such Indemnifying Party and Indemnified Party shall have joint control over the defense or settlement of any such claim, each party to employ counsel at its own expense, to the extent such claim seeks an order, injunction or other equitable relief against such Indemnified Party or, if such Indemnified Party is a Purchaser Indemnified Party, to the extent such claim could, in the reasonable opinion of Purchaser, have a material adverse effect upon the business of the Company or its Affiliates.

In the event the Indemnifying Party shall fail to defend, contest or otherwise protect against the imposition of any such damages as to any such claim, the Indemnified Party shall have the right, but not the obligation, to defend, contest or assert any cross-claim or counterclaim or otherwise protect against such claim and may make any compromise or settlement thereof and recover from and be indemnified by the Indemnifying Party for the entire reasonable cost thereof, including from legal expenses, disbursements and all amounts paid as a result of such matter. If the Indemnifying Party does not take the action described in clause (i) of the first sentence of Section 8.4(c) with respect to a claim, the Indemnified Party shall, without limitation of its rights under this ARTICLE VIII, retain sole control over the defense or settlement of such claim.

(e) The parties acknowledge and agree that the foregoing indemnification provisions in this ARTICLE VIII shall be the exclusive remedy of the parties with respect to any breach or inaccuracy of any of the representations or warranties contained in or made pursuant to this Agreement, except that nothing in this Agreement shall be deemed to limit any party's rights or remedies in the event that the other party has committed fraud or other intentional acts in connection therewith.

(f) The parties acknowledge that Kranitz shall act as the representative for Sellers and Vigod for purposes of this Section 8.4 and shall have the express and exclusive authority to make any and all elections and determinations of Sellers and Vigod pursuant this Section 8.4. Each of the Sellers and Vigod hereby acknowledge that the Purchaser may conclusively rely on any notice from Kranitz as representing both Sellers and Vigod, notwithstanding any contrary act or communication from Vigod or any Seller.

## 8.5 Limitations on Indemnification.

(a) Notwithstanding any other provision herein to the contrary, (i) the Sellers, Kranitz and Vigod shall not be responsible pursuant to Section 8.2(a) for Losses based upon, resulting from or arising out of the breach or inaccuracy of representations and warranties made by any Seller, Kranitz or Vigod pursuant to this Agreement (for which purposes Losses with respect to related matters or matters arising out of the same facts and circumstances will be aggregated) until the cumulative aggregate amount of the Losses with respect to such matter or series of related matters exceeds \$5,000 (the "Threshold Amount"), in which case the amount of all such Losses (without regard to the Threshold Amount) shall be included for purposes of computing the Losses that are indemnifiable hereunder and/or applicable against the Basket Amount pursuant to clause (ii) below, and (ii) the Sellers, Kranitz and Vigod shall not be required to indemnify Purchaser Indemnified Parties under Section 8.2(a) for Losses of the Purchaser Indemnified Parties based upon, resulting from or arising out of the breach or inaccuracy of representations and warranties made by any Seller pursuant to this Agreement (other than Specified Representations) until the aggregate amount of such Losses of the Purchaser Indemnified for which indemnification would otherwise be available under Section 8.2(a) exceeds \$250,000 (the "Basket Amount"), after which each Seller, Kranitz and Vigod will be obligated to indemnify Purchaser Indemnified Parties for only that portion of such Losses that exceed the Basket Amount.

(b) Notwithstanding any other provision herein to the contrary, the cumulative aggregate indemnity obligations of the Sellers, Kranitz and Vigod under Section 8.2(a) for Losses based upon, resulting from or arising out of the breach or inaccuracy of representations and warranties made by Sellers, Kranitz and Vigod pursuant to this Agreement (other than the Specified Representations) shall in no event exceed \$7.5 million, (ii) the cumulative aggregate indemnity obligations of Sellers, Kranitz and Vigod under Section 8.2(a) shall in no event exceed \$18.35 million (plus any Earn Out Payments actually made or added to the purchase price of Eligible Units pursuant to Section 2.1) and (iii) the cumulative aggregate indemnity obligations of Purchaser under Section 8.3 shall in no event exceed the Purchase Price.

(c) Each Seller and Kranitz and Vigod shall be solely responsible for his or its own breach of a covenant or agreement set forth in this Agreement. VLM and Vigod shall be jointly and severally liable for any and all Losses attributable to any breach by either VLM or Vigod of its representations, warranties, covenants and agreements hereunder or made pursuant hereto, and KEI and Kranitz shall be jointly and severally liable for any and all Losses attributable to any breach either KEI or Kranitz of its representations, warranties, covenants and agreements hereunder or made pursuant hereto. With respect to any Losses that arise as a result of any breach of a representation or warranty contained in Article III, VLM and Vigod shall be jointly and severally responsible for 50% of any amounts payable pursuant to Section 8.2 in respect of any such breach and KEI and Kranitz shall be jointly and severally responsible for 50% of any amount payable pursuant to Section 8.2 in respect of any such breach. Notwithstanding anything to the contrary herein, Purchaser shall have the right to offset any amounts due to any member of a particular Seller Group from Purchaser under Section 1.3 and Article II and under the employment agreement of Kranitz and Vigod, against amounts claimed from any member of such Seller Group (but not the other Seller Group).

8.6 Adjustment. Any payment made by a Seller, Kranitz or Vigod or Purchaser pursuant to this ARTICLE VIII will be deemed an adjustment to the Purchase Price.

## ARTICLE IX

### TAXES; EMPLOYEES

9.1 General. Nothing in this Agreement shall be construed as (i) conferring any legal rights upon any employee or independent contractor of the Company for continuation of employment or engagement by the Company, (ii) obligating the Company to employ any employee in any manner or for any payment upon discontinuation of employment by the Company, (iii) requiring the Company to implement, or limiting the rights of the Company to amend or discontinue, any fringe benefit plan, program or practice or any other employee benefit plan of any nature whatsoever or (iv) conferring upon any employee or independent contractor of the Company any rights or remedies under this Agreement.

#### 9.2 Taxes.

(a) The parties acknowledge that for U.S. Federal income tax purposes the Company shall be deemed to have terminated as of the Closing Date and the Company's taxable year shall close on the Closing Date (the "Final Year"). Sellers will jointly be responsible for the preparation and filing of all federal, state and local partnership income Tax Returns for the Company for all Pre-Closing Tax Periods that are required to be filed after the Closing Date and shall be solely liable for, and indemnify and hold harmless Purchaser Indemnified Parties from and against, any Taxes with respect to their share of the Company's income for pre-Closing Tax Periods, including any such Taxes paid by the Company through withholding or composite returns. The partnership income Tax Returns for the Final Year shall include an election under Section 754 of the Code. Purchaser shall prepare and file or cause to be prepared and filed all other Tax Returns of the Company for any Pre-Closing Tax Periods that are due after the Closing.

(b) All Tax sharing agreements, group relief agreements or similar agreements to which the Company is a party shall be terminated as of the Closing Date and there will be no further liability of Purchaser, the Company or any of their Affiliates under any such agreement following the Closing.

(c) Following the Closing, each of the Parties will cooperate with each other party, as and to the extent reasonably requested by any other party, in the preparation of any Tax returns and in the conduct of any audit or other proceeding related to Taxes involving or relating to the Acquired Companies.

## ARTICLE X

### GENERAL PROVISIONS

10.1 Expenses. Purchaser and its Affiliates, on the one hand, and the Sellers and their Affiliates, on the other hand, shall pay their own expenses (the Sellers shall pay all of the expenses of the Company), including the fees and expenses of their accountants, advisors, and

counsel in connection with negotiating, preparing, closing and carrying out this Agreement, the Ancillary Agreements and the transactions contemplated hereby and thereby. All applicable sales, use, value added, and transfer Taxes (including any transfer Taxes due as a result of the Asset Sale) and filing, recording, registration, stamp, documentary and other Taxes and fees payable in connection with this Agreement, the transactions contemplated by this Agreement or the documents giving effect to such transactions will be paid by the Sellers.

10.2 Notices. Any notice or other communication required or permitted to be given hereunder will be in writing and shall be delivered via an overnight courier such as Federal Express or delivered against receipt (including by confirmed facsimile transmission), as follows:

- (a) Hearst Newspapers Division, a division of Hearst Communications, Inc.  
300 W. 57<sup>th</sup> Street  
New York, New York 10019  
Attention: Steven R. Swartz  
Facsimile: (212) 649-2364

and

MediaNews Group, Inc.  
101 W. Colfax Avenue, Suite 1100  
Denver, Colorado 80202  
Attention: Joseph J. Lodovic, IV  
President  
Facsimile: (303) 954-6320

and

The Hearst Corporation  
Office of General Counsel  
300 W. 57<sup>th</sup> Street  
New York, New York 10019  
Attention: General Counsel  
Facsimile: (212) 649-2041

and

Hughes Hubbard & Reed LLP  
One Battery Park Plaza  
New York, New York 10004  
Attention: James Modlin  
Facsimile: (212) 422-4726

(b) In the case of Sellers, to:

Kranitz Enterprises, Inc.  
9345 East Star Hill Trail  
Lone Tree, Colorado 80124  
Facsimile: (303) 858-0409  
Attn: Michael Kranitz

and

VLM, Inc.  
62 Franklin Drive  
Belle Meade, New Jersey 08502  
Facsimile: (908) 904-9109  
Attn: Marc Vigod

with a copy to:

Squire, Sanders & Dempsey L.L.P.  
127 Public Square, 4900 Key Tower  
Cleveland, Ohio 44114  
Attn: Michael Wager  
Facsimile: (216) 479-8780

or to such other address as the party may have furnished in writing in accordance with the provisions of this Section 10.2. Any notice or other communication shall be deemed to have been given, made and received upon receipt. Any party may change the address to which notices are to be addressed by giving the other parties notice in the manner herein set forth.

### 10.3 Governing Law; Consent to Jurisdiction.

(a) This Agreement shall be governed by the laws of the State of New York, without regard to any conflicts of law rules or principles that would result in the application of the laws of another jurisdiction.

(b) Each party hereto, hereby consents to, and confers nonexclusive jurisdiction upon, the courts of the State of New York and the Federal courts of the United States of America located in the County of New York in the State of New York, and appropriate appellate courts therefrom, over any Action arising out of or relating to this Agreement. Each party hereto hereby waives, and agrees not to assert, as a defense in any such Action that it is not subject to such jurisdiction or that such Action may not be brought or is not maintainable in said courts or that this Agreement may not be enforced in or by said courts or that its property is exempt or immune from execution, that such Action is brought in an inconvenient forum, or that the venue of such Action is improper. Service of process in any such Action may be served on any party anywhere in the world, whether within or without the State of New York, as provided in Section 10.2 herein.

10.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

10.5 Headings; Schedules; Exhibits. The headings, subheadings and captions in this Agreement, the Disclosure Letter and in any Exhibit or Schedule hereto or thereto are for reference purposes only and are not intended to affect the meaning or interpretation of this Agreement. Disclosure of any fact, circumstance or matter on a Schedule to the Disclosure Letter shall not be deemed to be a disclosure for any other purpose or with respect to any other Schedule or provision hereto without an express cross-reference.

10.6 Entire Agreement. This Agreement and the Ancillary Agreements contain the entire agreement between the parties hereto with respect to its subject matter and supersedes all negotiations, prior discussions, agreements, arrangements, and understandings, written or oral, relating to the subject matter of this Agreement and there are no other covenants, provisions, agreements, representations or warranties, whether written or oral, among the parties hereto.

10.7 Third-Party Beneficiaries. This Agreement is not intended to confer upon any other Person any rights or remedies hereunder. The rights of Purchaser Indemnified Parties and Seller Indemnified Parties under Article VIII may be asserted by Purchaser and Seller, respectively.

10.8 Assignment. This Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any party without the prior written consent of the other parties. Notwithstanding the preceding sentence, (i) Purchaser may, at any time, assign all or any part of its right, title and interest in, to and under this Agreement and any Ancillary Agreement to any Affiliate of Purchaser and/or to any transferee of that part of its business or, and such Affiliate or transferee will succeed to, and be substituted for, and may exercise every such right and power so assigned of Purchaser under this Agreement with the same effect as if such Affiliate or transferee had been named as Purchaser herein, and (ii) Purchaser may, at any time, assign its rights hereunder and under any Ancillary Agreement as collateral security to Persons extending financing to Purchaser or any of their Affiliates (and such Persons may at any time foreclose on such security interest). Any purported assignment or delegation in violation of this Agreement shall be null and void *ab initio*.

10.9 Nondisclosure. Each Seller will, and will cause its Affiliates (and the employees, agents and representatives of Seller and its Affiliates) to, at all times from and after the Closing Date hold in strictest confidence any and all Confidential Information that may have come or may come into their or any such other Persons' possession or within their or such other Persons' knowledge. In furtherance and not in limitation of the foregoing, each Seller agrees that it will not, and will cause its Affiliates (and the employees, agents and representatives of such Seller and its Affiliates) to not from and after the Closing Date, for any reason, directly or indirectly, for themselves or any other Person, use or disclose any such Confidential Information, except to the extent required to comply with any Legal Requirements or stock exchange rules. As used in this Section 10.9, "Confidential Information" shall mean all confidential information of or



related to the business of the Company, other than information which is or becomes known to the public, other than through a breach of this Section or any other obligation of confidentiality by any Seller or its Affiliates to Purchaser or its Affiliates.

10.10 Interpretation; Absence of Presumption.

(a) For the purposes of this Agreement, (i) words in the singular shall be held to include the plural and vice versa, (ii) the terms “hereof,” “herein,” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole (including all of the Disclosure Letter and the Schedules and Exhibits hereto) and not to any particular provision of this Agreement, and Article, Section, Exhibit and Schedule references are to the Articles, Sections, Exhibits, and Schedules to this Agreement or the Disclosure Letter unless otherwise specified, (iii) except where the context otherwise requires, references to a “party” or “parties” shall mean Purchaser or Seller, or all of them as the context requires, (iv) the word “including” and words of similar import when used in this Agreement shall mean “including, without limitation,” unless the context otherwise requires or unless otherwise specified and (v) the word “or” shall not be exclusive.

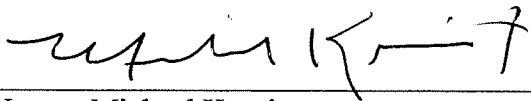
(b) With regard to each and every term and condition of this Agreement and any and all agreements and instruments subject to the terms hereof, the parties understand and agree that the same have or has been mutually negotiated, prepared and drafted, and if at any time the parties hereto desire or are required to interpret or construe any such term or condition or any agreement or instrument subject hereto, no consideration will be given to the issue of which party actually prepared, drafted or requested any term or condition of this Agreement or any agreement or instrument subject hereto.

10.11 Severability. If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement will not be affected thereby and the parties will use all reasonable efforts to substitute one or more valid, legal and enforceable provisions which, insofar as practicable, implement the purposes and intents hereof. To the extent permitted by applicable Legal Requirements, each party waives any provision of any Legal Requirement which renders any provision of this Agreement invalid, illegal or unenforceable in any respect.

10.12 Amendments; Waiver. This Agreement may not be amended or modified except by written agreement of the parties. No breach of any covenant, agreement, representation or warranty made herein shall be deemed waived unless expressly waived in writing by the party who might assert such breach.

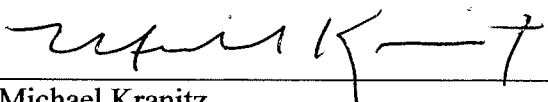
IN WITNESS WHEREOF, each of the parties has caused this Unit Purchase Agreement to be duly executed and delivered as of the day and year first above written.

KRANITZ ENTERPRISES, INC.

By:   
Name: Michael Kranitz  
Title: President

VLM, INC.

By: \_\_\_\_\_  
Name: Marc Vigod  
Title: President

  
Michael Kranitz

\_\_\_\_\_  
Marc Vigod

KAANGO VENTURES, LLC

By: MediaNews Group Interactive, Inc., a Member

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

By: Hearst Newspapers Division, a division of Hearst Communications, Inc. and a Member

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

IN WITNESS WHEREOF, each of the parties has caused this Unit Purchase Agreement to be duly executed and delivered as of the day and year first above written.

KRANITZ ENTERPRISES, INC.

By: \_\_\_\_\_  
Name: Michael Kranitz  
Title: President

VLM, INC.

By: \_\_\_\_\_  
Name: Marc Vigod  
Title: President

\_\_\_\_\_  
Michael Kranitz

\_\_\_\_\_  
Marc Vigod

KAANGO VENTURES, LLC

By: MediaNews Group Interactive, Inc., a  
Member

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

By: Hearst Newspapers Division, a division of  
Hearst Communications, Inc. and a Member

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

IN WITNESS WHEREOF, each of the parties has caused this Unit Purchase Agreement to be duly executed and delivered as of the day and year first above written.

KRANITZ ENTERPRISES, INC.

By: \_\_\_\_\_  
Name: Michael Kranitz  
Title: President

VLM, INC.

By: \_\_\_\_\_  
Name: Marc Vigod  
Title: President

\_\_\_\_\_  
Michael Kranitz

\_\_\_\_\_  
Marc Vigod

KAANGO VENTURES, LLC

By: MediaNews Group Interactive, Inc., a  
Member

By: Joseph J. Lodovick, Jr.  
Name: Joseph J. Lodovick, Jr.  
Title: Chief Executive Officer

By: Hearst Newspapers Division, a division of  
Hearst Communications, Inc. and a Member

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

IN WITNESS WHEREOF, each of the parties has caused this Unit Purchase Agreement to be duly executed and delivered as of the day and year first above written.

KRANITZ ENTERPRISES, INC.

By: \_\_\_\_\_  
Name: Michael Kranitz  
Title: President

VLM, INC.

By: \_\_\_\_\_  
Name: Marc Vigod  
Title: President

\_\_\_\_\_  
Michael Kranitz

\_\_\_\_\_  
Marc Vigod

KAANGO VENTURES, LLC

By: MediaNews Group Interactive, Inc., a  
Member

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

By: Hearst Newspapers Division, a division of  
Hearst Communications, Inc. and a Member

By: Steven A. Swartz  
Name: STEVEN SWARTZ  
Title: Executive Vice President

## EXHIBIT A

### Certain Definitions

“Action” means any actual or threatened action (at law or in equity), suit, arbitration, review, inquiry, proceeding or investigation.

“Affiliate” shall mean, with respect to a Person, another Person, directly or indirectly, through one or more intermediaries, controlled by, under common control with or which controls, the Person specified. MediaNews Group, Inc., and its Affiliates and Hearst Newspapers Division, and its Affiliates, shall be deemed to be Affiliates of Purchaser.

“Ancillary Agreements” shall mean the agreements and instruments to be delivered pursuant to Sections 7.2 and 7.3.

“Approval” shall mean any franchise, license, certificate of compliance, authorization, consent, order, permit, approval or other action of, or any filing, registration or qualification with, any Governmental Authority.

“Asset Sale” shall have the meaning specified in the Preamble to this Agreement.

“Asset Sale Documents” shall have the meaning specified in Section 3.2(e).

“Assets” shall mean all properties, assets, privileges, rights, interests and claims, personal, tangible and intangible, of every type and description.

“Associate” shall mean, with respect to any Person: (a) any corporation, partnership, joint venture or other entity of which such Person is an officer or partner or is, directly or indirectly, through one or more intermediaries, the beneficial owner of 5% or more of: (i) any class or type of equity securities or other profits interest; or (ii) the combined voting power of interests ordinarily entitled to vote for management or otherwise; and (b) any trust or other estate in which such Person has a substantial beneficial interest or as to which such Person serves as trustee or in a similar fiduciary capacity.

“Basket Amount” shall have the meaning specified in Section 8.5(a).

“Beneficial Owner” and “Beneficially Own” shall have the meaning ascribed thereto in Rule 13d-3 under the Securities Exchange Act of 1934, as amended.

“Benefit Plans” shall have the meaning specified in Section 3.13(a).

“Business Day” shall mean any day other than a Saturday or Sunday or any other day on which commercial banks in New York, New York are authorized or required by Legal Requirements to close.

“Buyback” shall have the meaning specified in the Preamble to this Agreement.

“Buyback Liabilities” shall mean any Liability owing to or claimed by Minority Holders based upon, arising out of or in respect of the Buyback.

“Cause” shall mean in respect of Kranitz or Vigod, “Cause”, as such term is defined in such person’s employment agreement with the Company entered into at the Closing.

“Closing” shall have the meaning specified in Section 7.1.

“Closing Date” shall have the meaning specified in Section 7.1.

“Closing Payment” shall have the meaning specified in Section 1.2.

“Code” shall mean the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

“Company” shall have the meaning specified in the Preamble to this Agreement.

“Confidential Information” shall have the meaning specified in Section 10.9.

“Consent” shall mean any consent or approval of, or notice, declaration, report or statement filed with or submitted to, any Person (other than an Approval).

“Contract” shall mean any agreement, contract, lease, license agreement, franchise agreement, obligation, instrument or other commitment, arrangement or understanding of any kind (whether written or oral) regarding or affecting the Company, to which the Company is a party or by which the Company or any of its respective Assets may be bound or affected, including all amendments, modifications, extensions or renewals of any of the foregoing.

“Debt” shall mean (i) all indebtedness for borrowed money of the Company (including any overdrafts), (ii) all obligations of the Company evidenced by notes, bonds, debentures or similar instruments (other than capital lease obligations), (iii) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by the Company, (iv) all outstanding obligations of the Company under acceptance, letter of credit or similar facilities, (v) the amount of the liability in respect of all capital lease obligations of the Company, (vi) all indebtedness of the type described in clause (i) above guaranteed directly or indirectly in any manner by the Company including interest and penalties thereon, (vii) the aggregate face amount of any check of the Company that has not been delivered to the intended recipient, (viii) any indebtedness of the type described in clauses (i) and (ii) above secured by (or for which the holder of such indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on assets or property owned by the Company, (ix) all accrued but unpaid interest (or interest equivalent) to the date of determination related to any items of indebtedness of the type described in clauses (i) through (viii) above, (x) all prepayment premiums or penalties or make-whole payments with respect to any items of indebtedness of the type described in clauses (i) through (viii) above and (xi) all obligations of the Company for the deferred purchase price of property or services (other than accounts payable arising in the ordinary course of business and not overdue).

“Disclosure Letter” shall have the meaning specified in ARTICLE III.

“Earn-Out Payment” shall have the meaning specified in Section 1.2.

“Earn-Out Period” shall have the meaning specified in Section 1.3(a)(i).

“Earn-Out Statement” shall have the meaning specified in Section 1.3(a).

“Earn-Out Target Shortfall” means a number equal to the Earn-Out Target for a particular Earn-Out Period *minus* Kaango EBTIDA for that same period.

“Earn-Out Targets” means the following for the periods indicated:

first Earn-Out Period	\$1,500,000
second Earn-Out Period	\$2,500,000
third Earn-Out Period	\$3,500,000
fourth Earn-Out Period	\$4,500,000
fifth Earn-Out Period	\$5,500,000

“Eligible Units” shall have the meaning specified in the Preamble to this Agreement.

“Entity” shall mean any corporation, partnership, limited liability company, joint venture, trust, unincorporated organization, other form of business or legal entity or Governmental Authority.

“ERISA” shall have the meaning specified in Section 3.13(a).

“ERISA Affiliates” shall mean each trade, business or other organization (whether or not incorporated) which together with Seller or any Affiliate thereof is treated as a single employer within the meaning of Section 414(b), (c), (m) or (o) of the Code.

“Excluded Liabilities” shall have the meaning set forth in the Asset Sale Documents.

“Failed Period” shall have the meaning set forth in Section 1.3(a)(ii).

“Final Year” shall have the meaning specified in Section 9.2(a).

“Financial Statements” shall have the meaning specified in Section 3.4.

“GAAP” shall mean generally accepted accounting principles in the United States as in effect from time to time.

“Governmental Authority” shall mean any national, federal, state, provincial, county or municipal government, domestic or foreign, any agency, board, bureau, commission, court, department or other instrumentality of any such government, or any arbitrator in any case that has jurisdiction over a party or any of its Assets.



“Indemnified Parties” shall have the meaning specified in Section 8.4(a).

“Indemnifying Parties” shall have the meaning specified in Section 8.4(a).

“Insiders” shall mean any Affiliate of the Company, any Seller, Kranitz, Vigod, any director or officer of the Company, and any Affiliate, Associate or Relative of any of the foregoing Persons.

“Intellectual Property” means all domain names and website addresses, all foreign or domestic patents (including all reissues, divisions, continuations and extensions thereof), patent rights, service marks, trademarks and tradenames, all product names, all assumed or fictitious names and the logos associated therewith, copyrights, applications for the foregoing, licenses and other contractual rights with respect to the foregoing and other such property and intangible rights, in each case used or held by, or developed for the Company, together with the goodwill of the Company in connection with which such trademarks, tradenames, product names and service marks are used;

“Interim Balance Sheet” shall have the meaning specified in Section 3.4.

“Interim Balance Sheet Date” shall have the meaning specified in Section 3.4.

“IRS” shall mean the Internal Revenue Service.

“Kaango EBTDA” means, at any date of determination, the Operating Cash Flow of the Company (other than Operating Cash Flow derived from the hobby enthusiast business).

“KEI” shall have the meaning specified in the Preamble to this Agreement.

“Kranitz” shall have the meaning specified in the Preamble to this Agreement.

“Leased Real Property” shall mean all real property leased, subleased, used or held by Seller or any of its Affiliates pursuant to a Contract.

“Legal Requirement” shall mean any judgment, decree, injunction, order, writ, ruling, law, ordinance, statute, rule, regulation, code or other requirement of any Governmental Authority, or the common law.

“Liability” shall mean any direct or indirect debt, obligation or liability of any kind or nature, whether accrued or fixed, absolute or contingent, determined or determinable, matured or unmatured, and whether due or to become due, asserted or unasserted, or known or unknown.

“Liens” shall mean any claim, lien, pledge, encumbrance, mortgage, deed of trust, charge, easement, right of way, encroachment, security interest, option, or any other similar right or interest whatsoever, or any proxy or voting agreement.

“Losses” shall mean any liability, action, claim, proceeding, litigation, investigation, obligation, loss, damage, Lien, assessment, deficiency or capital expenditure.

“Machinery and Equipment” means the machinery, installations, equipment, office equipment, laboratory, research and development and technical service equipment, tools, furniture, spare parts, supplies and other fixed Assets or tangible personal property used or held by or acquired for the Company.

“Material Adverse Effect” shall mean a material adverse effect on (i) the business, Assets, liabilities, financial condition, results of operations of the Company or (ii) Sellers’ and their Affiliates’ ability to perform their obligations under this Agreement and the Ancillary Agreements to be executed and delivered by Sellers and/or such Affiliates.

“Material Contracts” shall have the meaning specified in Section 3.14.

“Minority Holders” shall mean those holders of equity of the Company or Old Kaango listed on Exhibits B-1 and B-2 hereto.

“Non-Compete Period” shall have the meaning specified in Section 6.1.

“24-7, LLC” shall have the meaning specified in the Preamble to this Agreement.

“Old Kaango” shall have the meaning specified in the Preamble to this Agreement.

“Operating Cash Flow” means, as of any date of determination with respect to the Company, income, plus depreciation and amortization (to the extent deducted in determining such income), with respect to the immediately preceding four fiscal quarters.

“Permits” means all Approvals in connection with the Company.

“Permitted Holders” means one or more companies that engage exclusively or non-exclusively in the business of publishing newspapers.

“Permitted Liens” means any (A) statutory encumbrance or Lien for Taxes or other governmental charges not yet due and payable or that are being contested in good faith and for which adequate reserves have been taken, (B) encumbrances arising under worker’s compensation, unemployment insurance, social security, retirement and similar legislation, and (C) mechanics’, materialmen’s, carriers’, workers’, repairers’, landlords’ and similar encumbrances securing obligations not yet due.

“Person” shall mean any individual or Entity.

“Pre-Closing Tax Period” means any Tax period ending on or before the Closing Date.

“PTO” shall have the meaning specified in Section 3.8(a).

“Purchase Price” shall have the meaning specified in Section 1.2.

“Purchased Units” shall have the meaning specified in the Preamble to this Agreement.

“Purchaser” shall have the meaning specified in the Preamble to this Agreement.

“Purchaser Indemnified Parties” shall have the meaning specified in Section 8.2.

“Relative” of a Person shall mean such Person’s spouse, such Person’s parents, sisters, brothers, children and the spouses of the foregoing, and any member of the immediate household of such Person.

“Seller” shall have the meaning specified in the Preamble to this Agreement.

“Seller Group” shall mean each of (i) Kranitz and KEI and (ii) Vigod and VLM.

“Seller Indemnified Parties” shall have the meaning specified in Section 8.3.

“Specified Change in Control” shall be deemed to occur on:

(i) the date that any Person (or group of Persons acting in concert), other than KV LLV or Permitted Holders, becomes, directly or indirectly, the Beneficial Owner, of securities of the Company representing more than 50% of the voting power of all Voting Securities of the Company;

(ii) the date that any Person (or group of Persons acting in concert), other than Permitted Holders, becomes, directly or indirectly, the Beneficial Owner, of securities of KV LLV representing more than 50% of the voting power of all Voting Securities of KV LLV, if at such time KV LLC Beneficially Owns more than 50% of the voting power of all Voting Securities of the Company;

(iii) the consummation of a merger or consolidation of KV LLV or the Company with another Person, unless Permitted Holders, directly or indirectly, Beneficially Own, immediately after the merger or consolidation, equity interests entitling such equity holders to more than 50% of the voting power of all Voting Securities of the corporation, limited liability company or other entity surviving the merger or consolidation; and

(iv) the consummation of a sale or other disposition of all or substantially all of the assets and properties of the Company, unless Permitted Holders, directly or indirectly, Beneficially Own, immediately after such sale or other disposition, equity interests entitling such members to 50% or more of the voting power of all Voting Securities of the corporation or other entity acquiring such assets and properties.

“Specified Representations” shall have the meaning specified in Section 8.1.

“Tax Returns” means any return, report, declaration, information return, statement or other document filed or required to be filed with any Governmental Entity (including any schedule or attachment thereto, and including any amendment thereof) in connection with the determination, assessment or collection of any Tax or the administration of any Laws, regulations or administrative requirements relating to any Tax.

“Taxes” shall mean all taxes, charges, fees, levies or other assessments, including income, excise, property, sales, franchise, withholding, social security and unemployment taxes, imposed by the United States, any possession thereof, any state, county, local or foreign

government, or any subdivision or agency of any of the foregoing, and any interest, penalties or additions relating to such taxes, charges, fees, levies or other assessments.

“Technology” means all formulae, processes, procedures, designs, ideas, research records, inventions, records of inventions, test information, technical information, engineering data, marketing know-how, proprietary information, manufacturing information, know-how, and trade secrets (and all related manuals, books, files, journals, models, instructions, patterns, drawings, blueprints, plans, designs, specifications, equipment lists, parts lists, descriptions, data, software, computer programs and source code data related thereto, including all current and historical databases), in each case used or held by or developed for the Company.

“Threshold Amount” shall have the meaning specified in Section 8.5(b).

“U.C.C.” shall mean the Uniform Commercial Code, as amended, and any successor thereto.

“Units” shall have the meaning specified in the Preamble to this Agreement.

“Unfavorable Termination” means, with respect to Vigod or Kranitz, when such (i) voluntarily terminates his employment with the Company, or (ii) is terminated for Cause (as such term is defined in such person’s employment agreement entered into at the Closing).

“Vigod” shall have the meaning specified in the Preamble to this Agreement.

“Voting Securities” shall mean, as to a Person, securities having the right under ordinary circumstances to vote at an election of the board of directors (or other governing body) of such Person.

“VLM” shall have the meaning specified in the Preamble to this Agreement.

“Without Cause Termination” means, with respect to Vigod or Kranitz, when such is terminated without Cause (as such term is defined in the officer’s employment agreement).

EXHIBIT B-1

24-7 RC, LLC MINORITY EQUITY INTERESTS

Dick Burston – 0.25%

Tony Li – 0.25%

Herb Simpson – 0.25%

Wade Vagle – 0.5%

EXHIBIT B-2

KAANGO, INC. MINORITY EQUITY INTERESTS

Dick Burston – 0.25%

Tony Li – 0.25%

Herb Simpson – 0.75%

Wade Vagle – 0.5%

EXHIBIT C

SELLERS' EQUITY INTEREST

Kranitz Enterprises, Inc. 40% Interest

VLM, Inc. 40% Interest

EXHIBIT D  
AMENDED AND RESTATED OPERATING AGREEMENT



[See TAB 15]

**Schedule 3.8(a)**  
**Intellectual Property; Technology**

*1. Pending and Registered Trademarks*

<u>Mark</u>	<u>Type of Mark</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Status</u>
RC Universe	Word	77/143,552	03.29.2007			Pending
RC Universe.com	Service	78/743,704	10.31.2005	3,157,836	10.17.2006	Registered
KAANGO	Word	78/867,353	04.41.2006	3,246,939	05.29.2007	Registered

*2. Registered Domain Names*

<u>Domain</u>	<u>Expiration Date</u>
24-7RC.COM	4/25/08
3DFLYFRS.COM	2/24/08
3DFOAMYS.COM	2/24/08
BACKYARDFLYERS.COM	1/25/08
DIGGRC.COM	2/26/08
DIGRC.COM	2/26/08
ELECTRICDRIVER.COM	8/24/08
ELECTRICDRIVERS.COM	8/24/08
ELECTRICGLIDERS.COM	8/21/08
ELECTRICHELICOPTERS.COM	8/21/08
ELECTRICSAILPLANES.COM	8/21/08
EPOWERCAR.COM	8/24/08
EPOWERCARS.COM	8/24/08
EPOWERJET.COM	6/07/08
EPOWERJETS.COM	6/07/08
EZONEMAGAZINE.COM	4/13/08
HELIGIANT.COM	8/18/08
KAANGO.COM	8/17/11
KAANGOCLASSIFIED.COM	2/1/08
KAANGOCLASSIFIEDS.COM	2/1/08
LIPOBATTERIES.COM	2/25/08

LIPOBATTERY.COM	2/25/08
RADIOCONTROLGLIDERS.COM	8/21/08
RADIOCONTROLJET.COM	2/25/08
RADIOCONTROLPLANE.COM	8/21/08
RADIOCONTROLSOARING.COM	8/21/08
RADIOCONTROLVIDEOS.COM	10/17/09
RC-UNIVERSE.COM	7/04/08
RCAIRPORT.COM	10/2/09
RCCARD.COM	10/4/08
RCCLASSIFIED.COM	4/24/08
RCCLUBS.COM	11/26/08
RCDIG.COM	2/26/08
RCDIGG.COM	2/26/08
RCELECTRICCAR.COM	2/25/08
RCELECTRICCARS.COM	2/25/08
RCELECTRICJET.COM	6/07/08
RCELECTRICJETS.COM	6/07/08
RCELECTRICS.COM	2/25/08
RCMARKET.COM	8/27/08
RCONLINE.COM	4/02/08
RCPILOT.COM	7/14/09
RCPOWERMAGAZINE.COM	9/13/08
RCRADIOS.COM	8/21/08
RCUNIVERSE.COM	11/27/09
RCUVIDEO.COM	8/18/09
RCUVIDEOS.COM	8/11/08
RCUWIKI.COM	1/28/08
WATTFLYER.COM	7/18/09
WATTFLYERS.COM	7/18/09
WILDHOBBIES.COM	3/9/08
WORDMAMBO.COM	11/2/08

X-KAANGO.COM

10/18/08

YOCLASSIFIED.COM

6/12/08

YOCLASSIFIEDS.COM

6/12/08