TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Contribution and Assumption Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ticketmaster		08/18/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CS.COM, LLC
Street Address:	8833 Sunset Boulevard
City:	West Hollywood
State/Country:	CALIFORNIA
Postal Code:	90069
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78569751	SIDEWALK

CH $40.00 78569751

CORRESPONDENCE DATA

Fax Number: (202)220-4201
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202.220.4200
Email: tmdocketdc@kenyon.com
Correspondent Name: William M. Merone - Kenyon & Kenyon LLP
Address Line 1: 1500 K Street, NW
Address Line 2: Suite 700
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005-1257

ATTORNEY DOCKET NUMBER:	13823-119
NAME OF SUBMITTER:	William M. Merone
Signature:	/William M. Merone/
Date:	11/19/2008

Total Attachments: 2
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STEP TM3(ii)

CONTRIBUTION AND ASSUMPTION AGREEMENT

This CONTRIBUTION AND ASSUMPTION AGREEMENT (this "Agreement") is made as of August 18, 2008, by and between **Ticketmaster,** a Delaware corporation ("Contributor"), and **CS.COM, LLC,** a Delaware limited liability company (the "Company").

WHEREAS, Contributor is the sole member of the Company;

WHEREAS, Contributor is engaged in the business of operating local city guide websites that offer primarily local content for major cities inside the United States (the "Citysearch Business"); and

WHEREAS, Contributor and the Company desire to enter into this Agreement pursuant to which Contributor shall contribute to the Company the Citysearch Assets, and the Company shall assume the Citysearch Liabilities (each as defined below).

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Contribution.** Contributor hereby contributes and assigns to the Company (the "Contribution"), effective as of the Effective Time (as defined below), all of Contributor's right, title and interest in and to all assets of Contributor relating to the Citysearch Business (the "Citysearch Assets").

2. **Acceptance and Assumption by the Company.** The Company acknowledges and accepts the Contribution and the receipt of the Citysearch Assets from Contributor, effective as of the Effective Time, and will record the Contribution on the books and records of the Company. The Company hereby assumes, effective as of the Effective Time, all of the liabilities of Contributor relating to the Citysearch Business (the "Citysearch Liabilities").

3. **Further Actions.** Each of the parties hereto shall from time to time execute and deliver all such further documents and do all acts and things as any other party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

4. **Effective Time.** The transactions contemplated hereby shall be effective as of 4:05 p.m., Eastern Daylight Time, on August 18, 2008 (the "Effective Time").

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above-written.

TICKETMASTER

By: Joanne Hawkins

Name: Joanne Hawkins
Title: Vice President

CS.COM, LLC

By: Joanne Hawkins

Name: Joanne Hawkins
Title: Vice President

Signature Page to Contribution and Assumption Agreement – Step TM3(ii)

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