

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Auto Pacific, Inc.		01/13/2012	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
Name:	Source Interlink Media, LLC		
Street Address:	831 South Douglas Street		
City:	El Segundo		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Serial Number:	85371893	MOTORIST CHOICE AWARD	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(310)531-9376		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(310) 531-9900		
Email:	trademark@sorc.com		
Correspondent Name:	Scott J. Spooner		
Address Line 1:	831 South Douglas Street		
Address Line 4:	El Segundo, CALIFORNIA 90245		
NAME OF SUBMITTER:	Scott J. Spooner		
Signature:	/Scott J. Spooner/		
Date:	03/29/2012		
Total Attachments: 3 source=MOTORIST CHOICE AWARD-AutoPacific TM Transfer#page1.tif source=MOTORIST CHOICE AWARD-AutoPacific TM Transfer#page2.tif source=MOTORIST CHOICE AWARD-AutoPacific TM Transfer#page3.tif			

OP \$40.00 85371893

## TRADEMARK ASSIGNMENT AGREEMENT

7, 2012 (the "Effective Date") by and between Source Interlink Media, LLC ("Assignee") and Auto Pacific, Inc. ("Assignor"). Assignor and Assignee shall be referred to collectively hereinafter as the "Parties."

WHEREAS, Assignor owns the United States service mark application identified as Serial No. 85371893 for the mark MOTORIST CHOICE AWARD in Classes 35 and 41 (the "Mark");

WHEREAS, Assignor and Assignee are parties to a Cross License Agreement dated September 30, 2011 (the "License Agreement") providing that Assignee shall own the Mark and shall undertake efforts to protect and enforce the Mark.

NOW, THEREFORE, for good and valuable consideration, including that set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby conveys, transfers and assigns to Assignee: (a) all right, title and interest in and to the Mark; (b) the goodwill associated with or symbolized by the Mark; (c) the registration for the Mark; and (d) all rights of action accrued, accruing, and to accrue under and by virtue hereof, including the right to sue or otherwise recover for past infringement and receive all damages, payments, costs and fees associated therewith.
2. Assignor hereby agrees to execute all such documents as may be required to transfer and, when applicable, to record the transfer of the Mark.
3. This Assignment will be binding upon and inure to the benefit of the parties and their respective successors and assigns.
4. Assignor hereby agrees not to use, or seek registration of, now or in the future, as all or part of a trade name, trademark, or service mark, or other identifier of source the term "Motorist Choice" or any other indicia of origin or source that is colorably or confusingly similar to the Mark.
5. Assignor represents and warrants that all right, title, and interest herein conveyed by Assignor are free and clear of any encumbrance, and that Assignor has full power to convey the Mark as herein expressed.
6. Assignor represents and warrants that, to the best of its knowledge as of the Effective Date: (a) no third party has claimed ownership of the Mark; (b) no third party has claimed that the Mark infringes the intellectual property rights of such third party; and (c) no third party has requested Assignor to cease and desist from the use of the Mark.

7. Governing Law; Jurisdiction; Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of California without regard to conflict of law principles. Any action or proceeding arising out of or in connection with this Agreement shall be venued in a federal or state court of appropriate subject matter jurisdiction located in Orange County, California and the Parties hereby consent to the personal jurisdiction in such courts. In the event any litigation is brought by either party in connection with this Agreement, the prevailing party in such litigation will be entitled to recover from the other party all the costs, reasonable attorneys' fees, and other expenses incurred by such prevailing party in the litigation.

8. Waiver and Amendment. No failure by either party to insist upon the strict performance of any term, covenant, agreement or provision of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of any such term, covenant, agreement or provision. No term, covenant, agreement or provision of this Agreement and no breach thereof shall be waived, altered or modified except by a written instrument executed by the parties.

9. Final Agreement. This Agreement contains the final and entire agreement between the Parties and is intended to be an integration of all prior agreements between them regarding the subject matter hereof. The Parties hereto shall not be bound by any agreements, conditions, representations or warranties relating to the subject matter hereof, oral or written, express or implied, not contained herein.

10. Severability. In the event that, for any reason whatsoever, any clause or provision of this Agreement (or the application of such clause or provision to a particular set of circumstances) is held or declared to be invalid, illegal or unenforceable, such holding or declaration shall not in any way affect the validity or enforceability of any other clause or provision of this Agreement (or the application of such clause or provision to a different set of circumstances).

11. Counterparts. This Agreement may be executed in several counterparts, including delivery via facsimile or portable document format attached to an e-mail, but all counterparts shall constitute one and the same instrument.

[SIGNATURES FOLLOW ON THE NEXT PAGE]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the dates set forth below.

SOURCE INTERLINK MEDIA, LLC

By: 

Name: NUEL SCHVIZE

Title: VICE PRESIDENT

Date: 1/17/12

AUTO PACIFIC, INC.

By: 

Name: Daniel Hall

Title: Vice President

Date: January 13, 2012