

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM375567

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Asset contribution		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Target Media Partners Operating Company, LLC		01/01/2015	LIMITED LIABILITY COMPANY:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilshire Classifieds, LLC		
<b>Street Address:</b>	1800 N. Highland Ave Suite 400		
<b>City:</b>	LOS ANGELES		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90028		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77794365	CYCLE FOCUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3239303123		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	3239303123		
<b>Email:</b>	bobbyr@targetmediapartners.com		
<b>Correspondent Name:</b>	Bobby Ralston		
<b>Address Line 1:</b>	1800 N. Highland Ave Suite 400		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90028		
<b>NAME OF SUBMITTER:</b>	Bobby Ralston		
<b>SIGNATURE:</b>	/bobby ralston/		
<b>DATE SIGNED:</b>	03/03/2016		
<b>Total Attachments: 4</b>			
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## CONTRIBUTION AGREEMENT

Target Media Partners, a Delaware corporation ("Parent"), Target Media Partners Operating Company, LLC, a Delaware limited liability company ("TMPOCLLC"), and Wilshire Classifieds, LLC, a Delaware limited liability company ("Wilshire"), enter into this agreement effective as of January 1, 2015 (the "Effective Date") with reference to the following facts:

WHEREAS Parent owns the majority of the Preferred Units of TMPOCLLC, which are its only voting units, and is the Manager of TMPOCLLC; and

WHEREAS TMPOCLLC owns 100% of the Units of Wilshire; and

WHEREAS TMPOCLLC wishes to contribute certain assets and liabilities and the Preferred Units and Common Units of Target Media Partners interactive LLC ("TMPi") owned by it to Wilshire, and Wilshire wishes to accept such contribution and assume such liabilities; and

WHEREAS Parent, TMPOCLLC and Wilshire are Grantors and Guarantors under the Third Amended and Restated Credit Agreement dated as of October 10, 2010 (the "Credit Agreement") and the actions contemplated by this agreement will not impair the rights of the lender thereunder;

NOW, THEREFORE, in consideration of the foregoing premises and the direct and indirect benefits that TMPOCLLC expects to derive from the Contributed Assets, the parties agree as follows:

1. Defined Terms. As used herein, the terms below shall have the following meanings:

"Contributed Assets" shall mean all right, title, and interest in and to the underlying business, properties, assets and rights of any kind constituting or used primarily in connection with the operations of TMPOCLLC, including without limitation, the following:

- (a) all cash and cash equivalents in bank accounts and all petty cash;
- (b) all accounts receivable, refunds, deposits, prepayments, or prepaid expenses;
- (c) all furniture, fixtures, furnishings, machinery, computers, telephone equipment, automobiles, trucks, spare parts, supplies, equipment, and other tangible personal property;
- (d) all inventory held for resale and all raw materials, work in process, finished, products, wrapping, supply and packaging items, and similar items;
- (e) Preferred Units and Common Units of TMPi and Auto Finder LLC owned by TMPOCLLC;

- (f) all proprietary rights, books and records, databases, intellectual property rights including all goodwill, customer lists, trade secrets, trade names, trademarks and copyrights;
- (g) to the extent transferable, all business licenses and permits;
- (h) to the extent transferable, all licenses for all third party vendor software, and Internet domain names;
- (i) all supplies, sales literature, promotional literature, customer, supplier and distributor lists, art work, display units, telephone and fax numbers, and sales and purchasing records;
- (j) all claims, causes of action, choses in action, rights of recovery, and rights of set-off of any kind, against any person or entity, including, without limitation, any liens, security interests, pledges, or other rights to payment or to enforce payment in connection with products delivered by TMPOCLLC on, prior to, or after the Effective Date;
- (k) all employment relationships of employees;
- (l) all materials relating to employee and contractor management, recruiting, motivation, and training including reports, manuals, materials and programs;
- (m) all of TMPOCLLC's rights under stock purchase agreements and asset purchase agreements and related documents;
- (n) to the extent transferable, all of TMPOCLLC's rights and obligations under leases;
- (o) to the extent transferable, all of TMPOCLLC's right and obligations under operating contracts, including but not limited to distribution and printing contracts; and
- (p) all proceeds and profits of all of the foregoing in any form.

"Assumed Liabilities" shall mean only all current trade liabilities arising in the ordinary course of business including but not limited to accounts payable and other liabilities associated with trade credit, leases, currently accrued but unpaid amounts arising under independent contractor relationships, accrued payroll, currently accrued but unpaid employee benefit and other employee costs, and deferred revenues, but in any event specifically excluding the Excluded Liabilities.

"Excluded Liabilities" shall mean all liabilities associated with TMPOCLLC's obligations under the Credit Agreement, the Subordination Agreement dated October 18, 2010, liabilities arising from any and all lawsuits and/or unpaid judgments, whether or not brought before or after the date hereof, deferred compensation or retention plans, and/or other liabilities not arising in the ordinary course of business.

2. Contribution. TMPOCLLC hereby conveys, transfers, and assigns to Wilshire the Contributed Assets and the Assumed Liabilities, and Wilshire hereby accepts the Contributed Assets and assumes the Assumed Liabilities. TMPOCLLC and Wilshire acknowledge that they are Grantors and Guarantors under the Credit Agreement, and the Loans under the Credit Agreement will continue to be secured by the Contributed Assets.
3. Costs. TMPOCLLC shall be responsible for any documentary and transfer taxes and other taxes imposed by reason of the contribution provided hereunder and any deficiency, interest, or penalty asserted with respect thereto. Fees and costs of recording and or filing all applicable conveyancing instruments and of applying for new permits and obtaining the transfer of existing permits which may be lawfully transferred shall be borne by Wilshire.
4. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, successors, and assigns.
5. Choice of Law. Unless otherwise preempted by federal law, this Agreement shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of California applicable to contracts entered into and fully performed in the State of California.
6. Entire Agreement; Amendments and Waivers. This Agreement, together with all exhibits hereto, constitutes the entire agreement of the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. No amendment, supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the party or parties to be bound thereby. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision hereof.
7. Invalidity. In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument.
8. Titles. The titles, captions or headings of the sections herein are inserted for convenience of reference only and are not intended to limit the meaning of such sections.

EFFECTIVE DATE: April 29, 2015.

*(Signatures are on the following page)*

TARGET MEDIA PARTNERS

By: Susan M. Humphreville  
Susan M. Humphreville  
Chief Financial Officer

TARGET MEDIA PARTNERS  
OPERATING COMPANY, LLC

By: Susan M. Humphreville  
Susan M. Humphreville  
Chief Financial Officer

WILSHIRE CLASSIFIEDS, LLC

By: Susan M. Humphreville  
Susan M. Humphreville  
Chief Financial Officer