

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM418405

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	COURT ORDER		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Scout Media Holdings, Inc.		01/24/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CBS 247 Inc.		
<b>Street Address:</b>	51 West 52nd Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 43</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4758647	SCOUT	
<b>Registration Number:</b>	4398826	HANDY	
<b>Registration Number:</b>	4413282	S2 STUFFSTUFF	
<b>Registration Number:</b>	4101672	COOKING PLEASURES	
<b>Registration Number:</b>	4079658	KNOT WARS	
<b>Registration Number:</b>	4103330	NORTH AMERICAN BASS CIRCUIT	
<b>Registration Number:</b>	3985243	FOOD NOW!	
<b>Registration Number:</b>	4030908	EXTREME PURSUITS	
<b>Registration Number:</b>	4143459	SILENT INVADERS	
<b>Registration Number:</b>	4039192	EXTREME PURSUITS	
<b>Registration Number:</b>	3901627	HANDY TOOLBOX	
<b>Registration Number:</b>	3901628	INSIDE TRACK	
<b>Registration Number:</b>	3901629	CREATIVE BUZZ	
<b>Registration Number:</b>	3901630	EXTRA DIRT	
<b>Registration Number:</b>	3911964	FISHIN' INFORMER	
<b>Registration Number:</b>	3411069	MOTORCYCLE RIDERS CLUB OF AMERICA	
<b>Registration Number:</b>	3294062	PURSUIT DVD SERIES	
<b>Registration Number:</b>	3005243	NATIONAL STREET MACHINE CLUB	
<b>Registration Number:</b>	2615176	HANDY	

CH \$1090.00 4758647

Property Type	Number	Word Mark
Registration Number:	2605879	TODAY'S CREATIVE HOME ARTS
Registration Number:	2670107	CREATIVE HOME ARTS CLUB
Registration Number:	2487498	HANDYMAN CLUB LIBRARY
Registration Number:	2474654	COOKING CLUB OF AMERICA
Registration Number:	2495831	NORTH AMERICAN HUNTING CLUB
Registration Number:	2442617	HANDYMAN CLUB OF AMERICA
Registration Number:	2486390	COOKING CLUB OF AMERICA
Registration Number:	2484755	NATIONAL HOME GARDENING CLUB
Registration Number:	2481912	NORTH AMERICAN HUNTING CLUB
Registration Number:	2497905	HANDYMAN CLUB OF AMERICA
Registration Number:	2575176	NORTH AMERICAN FISHING CLUB
Registration Number:	2469396	NORTH AMERICAN FISHING CLUB
Registration Number:	2260114	COOKING CLUB OF AMERICA
Registration Number:	2186919	NATIONAL HOME GARDENING CLUB
Registration Number:	2082618	NATIONAL HOME GARDENING CLUB
Registration Number:	2082607	GARDENING HOW-TO
Registration Number:	1859293	HANDYMAN CLUB OF AMERICA
Registration Number:	1741803	NORTH AMERICAN OUTDOORS
Registration Number:	1592775	NORTH AMERICAN FISHING CLUB
Registration Number:	1564199	NORTH-AMERICAN-HUNTING-CLUB
Registration Number:	1608177	NORTH AMERICAN FISHERMAN NORTH AMERICANF
Registration Number:	1213653	NORTH AMERICAN HUNTING CLUB
Registration Number:	1235693	NORTH AMERICAN HUNTING CLUB
Serial Number:	86278606	SCOUT

**CORRESPONDENCE DATA**

**Fax Number:** 2129753425

*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.*

**Phone:** 212-975-3425

**Email:** trademarks@cbs.com

**Correspondent Name:** Stacy Wu

**Address Line 1:** 51 West 52nd Street

**Address Line 4:** New York, NEW YORK 10019

<b>ATTORNEY DOCKET NUMBER:</b>	SCOUT Assignments
<b>NAME OF SUBMITTER:</b>	Stacy Wu
<b>SIGNATURE:</b>	/Stacy Wu/
<b>DATE SIGNED:</b>	03/06/2017

**Total Attachments: 185**

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**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

\_\_\_\_\_) )  
In re ) Chapter 11  
) )  
SCOUT MEDIA, INC., et al.,<sup>1</sup> ) Case No. 16-13369-MEW  
) )  
Debtors. ) Jointly Administered  
) )  
\_\_\_\_\_) )

**ORDER APPROVING SALE OF ASSETS AND ASSUMPTION AND ASSIGNMENT OF  
EXECUTORY CONTRACTS AND UNEXPIRED LEASES BY SCOUT MEDIA, INC.**

This matter is before the Court upon the motion of Scout Media, Inc. seeking approval of a sale of assets and assumption and assignment of executory contracts and unexpired leases (Docket No. 20) (the “Motion”). Capitalized terms not defined herein have the meaning assigned to them in the Motion. The Court has received, in evidence, the Declarations of Andrew De Camara, Craig Amazeen, David Johnson and Eric Schuldt (Docket Nos. 20, 22, 65, & 219) (collectively, the “Declarations”). Based on the Motion, the Declarations, the Court’s Orders entered on December 20, 2016 (the “Bidding Procedures Order”) and January 26, 2017 (the “Amended Bidding Procedures Order,” and together with the Bidding Procedures Order, the “Bidding Procedures”) (Docket Nos. 74 & 186), the Sale Transaction represented by the Asset Purchase Agreement (the “APA”) by and between Scout Media, Inc. (“SMI”) and CBS 247 Inc. (the “Purchaser”), and upon the record of the February 1, 2017 Sale Hearing and the Bidding Procedures hearing,

IT IS HEREBY FOUND AND DETERMINED THAT:<sup>2</sup>

<sup>1</sup> The “Debtors” in these cases, and the last four digits of their taxpayer-identification numbers, are: Scout Media Holdings, Inc. (1936), Scout Media, Inc. (1438), FTFS Acquisition, LLC (7230), and Scout.com, LLC (3269). The Debtors’ headquarters address and service address is 122 West 26th Street, Fifth Floor, New York, NY 10036.

<sup>2</sup> These findings of fact and conclusions of law are made pursuant to Rules 7052 and 9014 of the Federal Rules of Bankruptcy Procedure. To the extent any finding of fact shall be determined to be a conclusion of law, it shall be so deemed, and to the extent any conclusion of law shall be determined to be a finding of fact, it shall be so deemed.

A. Jurisdiction & Venue. This Court has jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1134. Approval of SMI's entry into the APA, and the transaction contemplated thereby (the "Sale Transaction"), is a core proceeding under 28 U.S.C. §§ 157(b)(2). Venue of these Cases in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409(a).

B. Predicates for Relief. The legal predicates for the relief granted herein are sections 363(b), 363(f), 363(m), 365, 541(a), 1107 and 1108 of the Bankruptcy Code and rules 2002, 6004, 6006 and 9014 of the Federal Rules of Bankruptcy Procedure.

C. Notice. Proper, timely, and sufficient notice of the Motion, Bidding Procedures, Sale Transaction, proposed assumption and assignment of the Transferred Agreements through the cure notices [Docket Nos. 88, 97, 112, 113, & 114] (collectively, the "Cure Notices"), and Sale Hearing has been provided under Bankruptcy Code sections 102(1), 105(a), and 363, 365, Bankruptcy Rules 2002, 4001, and 6004, the Local Bankruptcy Rules and Bidding Procedures Order, including without limitation to the Notice Parties and by publication as set forth in the Notice filed on January 3, 2017 (Docket No. 94). No further notice is required.

D. Opportunity to Object. A reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to all interested persons and entities.

E. Marketing & Sale Process. The Debtors and their advisors thoroughly marketed and offered all parties in interest and prospective purchasers a reasonable and fair opportunity to bid for the Purchased Assets (as defined in the APA) (the "Assets"), and conducted the marketing and sale process in good faith. The Bidding Procedures were fair to all parties and all Prospective Bidders. In accordance with the Bidding Procedures, SMI determined in a valid and

sound exercise of its business judgment, and in consultation with the Consultation Parties (as defined in the Bidding Procedures Order), including the Official Committee of Unsecured Creditors (the “Committee”), that the highest or otherwise best Qualified Bid for the Assets was that of the Purchaser.

F. Sale Transaction Agreement. In accordance with the Bidding Procedures, Purchaser was determined to be a Qualified Bidder, and the APA was determined to be a Qualified Bid. A true and correct copy of the APA is attached hereto as Exhibit A. Entry of an order approving SMI’s entry into and performance under the APA is a condition to Purchaser’s consummation of the Sale Transaction.

G. Business Judgment. SMI’s decision to enter into and perform under the APA constitutes a reasonable exercise of SMI’s sound business judgment consistent with its fiduciary duty and is in the best interests of SMI, its estates, their creditors, and all other parties in interest.

H. Sale Free and Clear. Except with respect to Assumed Liabilities (as defined in the APA), a sale of the Assets other than one free and clear of all interests, to the fullest extent permitted by section 363(f) of the Bankruptcy Code (the “Encumbrances”), and without the protections of this Sale Order would hinder SMI’s ability to obtain the consideration provided for in the APA and, thus, would impact materially and adversely the value that SMI’s estate would be able to obtain for the sale of such Assets. SMI may sell the Assets free and clear of Encumbrances because (a) the entities holding such Encumbrances have either consented or, by failing to object, are deemed to have consented in accordance with section 363(f)(2) of the Bankruptcy Code; or (b) the entities holding such Encumbrances could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such Encumbrance.

I. Good Faith/Arm's-length Sale. The consideration to be paid by the Purchaser under the APA was negotiated at arm's-length and constitutes reasonably equivalent value and fair and adequate consideration for the Assets. The Sale Transaction was negotiated and entered into in good faith as that term is used in Bankruptcy Code sections 363(m) and 364(e).

J. Insider Status. The Purchaser is not SMI's "insider" as that term is defined in Bankruptcy Code section 101(31). No common identity of directors or controlling stockholders exists between the Purchaser and SMI.

K. Legal, Valid Transfer. The Assets constitute property of SMI's estate within the meaning of Bankruptcy Code section 541(a). The sale of the Assets to the Purchaser will be, as of the Closing Date or such later date as such Assets are transferred under the APA, a legal, valid, and effective transfer of such Assets, and each transfer and assignment vests or will vest the Purchaser with all right, title, and interest of SMI to the Assets free and clear of all Encumbrances (other than with respect to Assumed Liabilities).

L. Assumption and Assignment of the Transferred Agreements: The assumption and assignment of the executory contracts and unexpired leases of SMI that will be assumed and assigned in connection with the Sale Transaction (as such contracts and leases may be amended, supplemented, or otherwise modified prior to assumption and assignment without further order of this Court with the consent of SMI, the Counterparty, and the Purchaser) (the "Transferred Agreements") is integral to the APA. SMI has met all requirements of Bankruptcy Code Section 365(b) for each of the Transferred Agreements. Purchaser has demonstrated adequate assurance of its future performance under the relevant Transferred Agreements within the meaning of Bankruptcy Code Sections 365(b)(1)(C) and 365(f)(2)(B).

M. No Successor Liability. The Purchaser is not and shall be deemed a successor to SMI as a result of the consummation of the Sale Transaction.

N. No Third Party Beneficiaries. Nothing in the APA creates any third party beneficiary rights in any entity not a party to the APA.

**NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

**A. Motion Granted, Objections Resolved or Overruled**

1. The relief requested in the Motion is granted to the extent set forth herein.

Certain objections that were filed are resolved as follows:

(a) The Network Affiliate and License Agreement by and between Scout Media, Inc. and Full Time Fantasy Sports, LLC, dated September 1, 2016, is not assumed and assigned to the Purchaser by this Order;

(b) The Marketing and Promotion Agreement by and between MLB Advanced Media, L.P. (“MLBAM”) and North American Membership Group (“NAMG”), dated April 28, 2010 (as amended), and the License Agreement by and between Major League Baseball Properties, Inc. (“MLBP” and together with MLBAM, “MLB”) and NAMG (as amended), are not assumed and assigned to the Purchaser by this Order;

(c) The following Domain Names shall be transferred to Purchaser on an “as is, where is” basis pursuant to the terms of this Order and the APA:

MLBINSIDERS.COM  
MLBINSIDERSCLUB.COM  
MLBNETWORKINSIDERSCLUB.COM  
SCOUTMLB.COM  
SCOUTMLBNETWORK.COM  
MYMLBINSIDERSCLUBRENEWAL.COM  
RENEWMYMLBICACCOUNT.COM; and  
RENEWMYMLBINSIDERSCLUB.COM

Collectively such domain names are referred to hereafter as the “MLB Domain Names.” Purchaser shall have no obligations to MLB or any other person with respect to claims or Encumbrances relating to the MLB Domain Names to the extent such claims or Encumbrances arose prior to the closing of the transactions contemplated by the APA and relate to any period prior to the closing of the transactions contemplated by the APA; provided, however, that as is more particularly described on the record at the February 1, 2017 hearing on the Motion, such transfer of the MLB Domain Names or any other assets to Purchaser shall be without prejudice to all of MLB’s rights, remedies, and claims against the Debtors with respect to the MLB Intellectual Property rights (described in the Limited Objection) [Docket No. 209] including, but not limited to, the rights of MLB to assert that the MLB Domain Names were not legally registered or acquired by the Debtors and not legally transferrable to Purchaser or, following the closing of the transactions contemplated by the APA, that the usage of such MLB Domain Names or the MLB Intellectual Property rights by Purchaser constitutes trademark infringement or violates any cyber-squatting statutes or other applicable law, and the rights of Purchaser to defend any such claims by MLB.

Any remaining objections or reservations of rights regarding the Motion or the relief requested therein that have not been withdrawn, waived, or settled are overruled with prejudice and denied.

**B. The APA Is Approved and Authorized**

2. The APA, and the Sale Transactions, are hereby approved.
3. Subject to the provisions of this Sale Order, SMI and the Purchaser are hereby authorized (a) to consummate the Sale Transactions in accordance with the APA, (b) to assume and assign to Purchaser any and all Transferred Agreements as and when provided in the APA, (c) to execute such documents and to do such acts as are necessary or desirable to carry out the



Sale Transactions and effectuate the APA, and (d) to perform all other obligations under the APA. The failure to include specifically any particular provision of the APA in this Sale Order shall not diminish or impair the effectiveness of such provisions, it being the intent of this Court that the APA and all of its provisions, payments, and transactions, be authorized and approved in their entirety.

4. SMI is hereby authorized and directed to instruct Sherwood Partners, Inc. to (i) hold the Deposit Amount in accordance with the APA and (ii) release and deliver the Deposit Amount pursuant to the terms of the APA.

**C. Sale and Transfer Free and Clear of Encumbrances**

5. Upon Closing, all of SMI's legal, equitable and beneficial right, title, and interest in and to, and possession of, the Assets shall be immediately vested in the Purchaser free and clear of all Encumbrances (other than with respect to Assumed Liabilities and/or except as otherwise provided in paragraph 1, above) to the fullest extent permissible pursuant to section 363(f) of the Bankruptcy Code, with all Encumbrances to attach to the proceeds of the Sale Transaction, in the order of their priority, with the same validity, force, and effect that they now have against the Assets (subject with respect to such proceeds to any rights, claims, and defenses SMI or any parties in interest may possess with respect thereto). Such transfer shall constitute a legal, valid, binding, and effective transfer of such Assets and shall vest Purchaser with good and marketable title to the Assets, free and clear of all Encumbrances whatsoever other than Assumed Liabilities.

6. The holders of claims related solely to the Assumed Liabilities shall have the right to seek payment directly from the Purchaser on account of the Assumed Liabilities; provided, however, that the Purchaser reserves any and all rights, defenses, or objections with regard to such Assumed Liabilities, including the Purchaser's rights hereunder and under the APA.

**D. Order Binding**

7. This Sale Order shall be binding upon and shall govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to the Assets. The Purchaser is hereby authorized to file, register, or otherwise record a certified copy of this Sale Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the sale free and clear of all Encumbrances (other than with respect to the Assumed Liabilities) against the Purchaser and the applicable Assets. This Sale Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, or local government agency, department, or office.

8. All government agencies and all other persons are hereby directed to accept any documents and instruments necessary or appropriate to consummate the Sale Transaction and this Sale Order, and are directed to remove all recorded liens against the Assets from their records other than with respect to Assumed Liabilities.

9. This Sale Order and the terms and provisions of the APA shall be binding on all of SMI's creditors (whether known or unknown), SMI, the Purchaser, and their respective affiliates, successors, and assigns, including any trustee or other fiduciary hereafter appointed as a legal representative of SMI under chapter 7 or chapter 11 of the Bankruptcy Code, and any affected third parties including, but not limited to, all persons asserting an interest in the Assets. The provisions of this Sale Order and the APA, and any actions taken pursuant hereto or thereto

shall survive the entry of any order which may be entered confirming or consummating any plan of SMI or converting SMI's case to chapter 7.

10. Except with respect to the Assumed Liabilities and/or except as is otherwise provided in paragraph 1, above, all persons and entities (and their respective successors and assigns) holding Encumbrances arising under or out of, in connection with, or in any way relating to, the Debtors, the Excluded Assets, the Assets, the ownership, sale, or operation of the Assets and the business prior to the Closing or the transfer of Assets to Purchaser, are hereby forever barred, estopped, and permanently enjoined from asserting any Encumbrances against the Purchaser, the Purchaser's property (including, without limitation, the Assets), and the Purchaser's successors, assigns, affiliates and representatives. Following the Closing, no holder of any Encumbrance (except with respect to Assumed Liabilities) shall interfere with Purchaser's title to or use and enjoyment of the Assets based on or related to any such Encumbrance, or based on any action the Debtors may take in the Cases.

11. The counterparties to the Transferred Agreements are forever bound by the applicable Cure Amounts and, upon payment of such Cure Amounts as provided for herein, are hereby enjoined from taking any action against the Purchaser, the Purchaser's property (including, without limitation, the Assets), and the Purchaser's successors, assigns, affiliates and representatives with respect to any claim for cure under the applicable Transferred Agreements

**E. Good Faith**

12. SMI and Purchaser entered into the Sale Transaction in good faith. Purchaser is entitled to all of the benefits and protections of Bankruptcy Code sections 363(m) and 364(e). The reversal or modification on appeal of this Sale Order shall not affect the validity of the Sale Transaction, unless such authorization is duly stayed pending such appeal.

13. No party has contended, and the Court is not aware of any evidence, that the Sale Transaction is subject to avoidance under Bankruptcy Code section 363(n).

**F. No Successor or Transferee Liability**

14. The Purchaser is not and shall not be deemed to be a successor to SMI as a result of any action taken in connection with the APA, the consummation of the Sale Transactions, the transfer, operation or use of the Assets, or the employment of the Transferred Employees, other than with respect to any obligations arising from an event that occurs after the Closing as an assignee under Transferred Agreements.

15. Except as expressly provided in the APA with respect to Assumed Liabilities, Purchaser has not assumed any liability whatsoever with respect to the Debtors' (or their predecessors or affiliates) businesses or operations or any of the Debtors' (or their predecessors or affiliates) obligations.

16. With the exception of the Assumed Liabilities, the transfer of the Assets to the Purchaser and the consummation of the Sale Transactions shall be free and clear of any contention that Purchaser is liable for any liability or obligation of the Debtors, on any theory of successor, transferee or vicarious liability, to the fullest extent permitted by section 363(f) of the Bankruptcy Code.

17. Except as expressly provided in the APA with respect to the Assumed Liabilities, nothing in this Sale Order or the APA shall require the Purchaser to (i) continue or maintain in effect, or assume any liability in respect of any employee, pension, welfare, fringe benefit, or any other benefit plan, trust arrangement, or other agreements to which the Debtors are a party or have any responsibility therefor including medical, welfare, and pension benefits payable after retirement or other termination of employment, or (ii) assume any responsibility as a fiduciary, plan sponsor, or otherwise, for making any contribution to, or in respect of the funding,

investment or administration of any employee benefit plan, arrangement, or agreement (including but not limited to pension plans) or the termination of any such plan, arrangement, or agreement.

**G. Assumption and Assignment of Purchased Contracts**

18. SMI is authorized and directed to assume and assign to the Purchaser each of the Transferred Agreements pursuant to the terms of the APA, free and clear of all Encumbrances.

19. The payment of the Cure Costs by the Purchaser under the APA and this Sale Order (or such other amount agreed to by any party to an Assumed Contract and the Debtors with the prior written consent of the Purchaser) (a) cures all monetary defaults existing thereunder as of the assignment of the Transferred Agreements to the Purchaser in accordance with the terms of the APA; (b) compensates the applicable Counterparties for any actual pecuniary loss resulting from such default; and (c) together with the assumption of the Transferred Agreements by SMI and the assignment of the Transferred Agreements to the Purchaser constitutes adequate assurance of future performance thereof.

20. To the extent that any Counterparty to an Assumed Contract did not timely file an Adequate Assurance Objection by the Adequate Assurance Objection deadline, such Counterparty is deemed to have waived any objection to the assumption and assignment of the Assumed Contract pursuant to the terms of this Sale Order, and all such objections that were timely filed and not subsequently withdrawn are overruled.

21. To the extent that any Counterparty to an Assumed Contract did not timely file an Assignability Objection by the Assignability Objection deadline, such Counterparty is deemed to have waived any objection to the assumption and assignment of the Assumed Contract pursuant to the terms of this Sale Order, and all such objections that were timely filed and not subsequently withdrawn are overruled.

22. Any provision in any Assumed Contract that prohibits or conditions the assignment of such Assumed Contract or allows the Counterparty to such Assumed Contract to impose any penalty, fee, rent increase, profit sharing arrangement or other condition on renewal or extension, or to modify any term or condition upon the assignment of such Assumed Contract, constitutes an unenforceable anti-assignment provision that is void and of no force and effect in connection with the Sale Transactions.

23. Upon the assignment of the Transferred Agreements to the Purchaser in accordance with the terms of the APA, the Purchaser shall be deemed to be substituted for SMI as a party to the applicable Transferred Agreements, and the Debtors and their estates shall be released, pursuant to Bankruptcy Code section 365(k), from any liability for any breach of the Transferred Agreements occurring after such assignment. There shall be no assignment fees, increases, or any other fees charged to the Purchaser or the Debtors as a result of the assumption and assignment of the Transferred Agreements.

24. Each Counterparty to an Assumed Contract is forever barred, estopped, and permanently enjoined from asserting against the Debtors or the Purchaser or their respective property (including, without limitation, the Assets), successors, assigns, affiliates and representatives, in connection with this transaction (a) any penalty, fee or condition to assignment that is barred under paragraph 21 of this Order, or (b) any claimed default or breach that is inconsistent with the Cure Costs that have been determined with respect to such Assumed Contract, or (c) any contention that the Assumed Contract has not been validly assumed and assigned.

25. Without relieving the Purchaser of its obligations under the APA, nothing in this Sale Order, the Motion, or the APA shall affect the Debtors' obligations under Bankruptcy Code

section 365(d)(3) (or Purchaser's assumption thereof) prior to the assumption and assignment or rejection of any Transferred Agreements.

26. Other than the Transferred Agreements, the Purchaser shall assume none of SMI's other contracts or leases, and shall have no liability whatsoever thereunder.

#### **H. Other Provisions**

27. The Purchaser will have no obligation to close the Sale Transaction until all conditions precedent to its obligations to do so have been met, satisfied, or waived in accordance with the terms of the APA.

28. The Purchaser is not obligated to make any payment of any kind to any broker, finder, or financial advisor of the Debtors as a result of the consummation of the Sale Transaction.

29. In the event of a conflict between the terms of this Sale Order and the terms of (a) the Stalking Horse APA, or (b) any other order of this Court, the terms of this Sale Order shall govern and control.

30. The APA and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto and in accordance with the terms thereof, without further order of this Court; provided that any such modification, amendment, or supplement does not have a material adverse effect on the Debtors' estates.

31. Cause exists and the automatic stay pursuant to Bankruptcy Code section 362 is hereby lifted to the extent necessary to allow SMI and the Purchaser to take any and all actions and deliver notices permitted or required under the APA without further order of this Court.

32. Upon closing of the Sale Transaction, the proceeds shall be disbursed as follows:

(i) Sherwood Partners, Inc. shall receive its Transaction Fee in the amount of \$95,000;

(ii) Multiplier Capital, LP shall be repaid the outstanding amount, as of the closing date of the Sale Transactions, of the “Final DIP Obligations,” as such term is defined in the Final Order (A) Authorizing Post-Petition Term Loan Financing and Use of Cash Collateral; (B) Granting Liens and Providing Superpriority Administrative Expense Status; (C) Granting Adequate Protection; (D) Modifying Automatic Stay; and (E) Granting Related Relief [Docket No. 160] (the “Final DIP Order”);

(iii) Kelley Drye & Warren LLP shall receive 50% of the remaining proceeds (the “Escrowed Funds”) to be held in escrow in an IOLTA account, which Escrowed Funds shall be subject to any order of this Court; and

(iv) Multiplier Capital, LP shall receive the remaining 50% of the proceeds as repayment on account of the Pre-Petition Obligations (as such term is defined in the Final DIP Order). Any disbursements to Multiplier Capital, LP pursuant to subsection (iv) of this paragraph shall be subject to disgorgement in the event of a successful Challenge (as defined in the Final DIP Order).

33. Multiplier Capital, LP will continue to fund these estates, through the procedure stated in this paragraph, in accordance with the Supplemental Budget (as defined in the Final DIP Order) until such time as (i) Multiplier Capital, LP, the Committee, and the Debtors agree to the ultimate distribution of the Escrowed Funds which distribution must be approved by this Court; or (ii) upon further order of this Court. Until such time, Kelley Drye & Warren LLP shall distribute Escrowed Funds to the Debtors’ operating accounts for costs of administering these estates in accordance with the Supplemental Budget upon written direction from the Debtors and Multiplier Capital, LP; provided, however, that to the extent the Debtors, Multiplier Capital, L.P. or the Committee disagree on any proposed disbursement, such disagreement shall be resolved



by this Court and Kelley Drye & Warren LLP shall be under no obligation to make such disbursement until resolution of such disagreement by the Court or agreement of the parties.

34. Notwithstanding Bankruptcy Rules 6004(h), 6006(d), and 7062, this Sale Order shall be effective and enforceable immediately upon entry.

35. This Court shall retain jurisdiction to interpret, implement, and enforce this Sale Order, the Bidding Procedures, the APA, and all documents executed in connection with the Sale Transactions.

Dated: New York, New York  
February 7, 2017

**s/Michael E. Wiles**  
Honorable Michael E. Wiles  
United States Bankruptcy Judge

**Exhibit A**  
**APA**

**ASSET PURCHASE AGREEMENT**

**by and between**

**SCOUT MEDIA, INC.**

**and**

**CBS 247 INC.**

**Dated as of January 24, 2017**

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## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”), dated as of January 24, 2017, is made by and between Scout Media, Inc., a Washington corporation (“Seller”), and CBS 247 Inc., a Delaware corporation (“Purchaser”). Seller and Purchaser are each referred to herein as a “Party” and collectively, as the “Parties”. Capitalized terms used but not defined elsewhere herein have the meanings assigned to them in Section 1.1.

### RECITALS

A. On December 8, 2016, Seller filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 et sec. (the “Bankruptcy Code”), in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”), commencing the case captioned *In re: Scout Media, Inc.*, 16-13369-MEW (the “Bankruptcy Case”).

B. Purchaser desires to purchase and acquire from Seller, and Seller desires to sell, assign, transfer, convey and deliver to Purchaser, all the Purchased Assets, free and clear of all Encumbrances, subject to and upon the terms and conditions in this Agreement.

C. The Parties intend to effectuate the transactions contemplated by this Agreement through a sale by Seller of the Purchased Assets pursuant to Section 363 of the Bankruptcy Code.

D. The execution and delivery of this Agreement and Seller’s ability to consummate the transactions set forth in this Agreement are subject, among other things, to the entry of an order of the Bankruptcy Court under, *inter alia*, Sections 363 and 365 of the Bankruptcy Code.

In consideration of the covenants and mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

### **ARTICLE 1** **DEFINITIONS**

1.1 Capitalized Terms. In addition to the other defined terms appearing elsewhere herein, the following capitalized terms shall have the meanings set forth below.

(a) “Affiliate” means, as to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the first Person, where the term “control” means the power to direct, or cause the direction of, the management or policies of such Person, whether through the ownership of voting securities, by contract or otherwise; provided, however, that Affiliates of Purchaser shall only mean CBS Corporation and any Person that directly, or indirectly through one or more intermediaries, is controlled by CBS Corporation.

(b) “Accounts Receivable” has the meaning set forth in Section 2.1(j).

(c) “Alternative Transaction” means a transaction or series of transactions in which any or all of the equity interests of Seller or Purchased Assets are sold, assigned, transferred or otherwise exchanged for value. For the avoidance of doubt any sale, assignment, transfer or exchange of any of the Excluded Assets shall not constitute an Alternative Transaction.

(d) “Assumed Liabilities” has the meaning set forth in Section 2.3.

(e) “Back-up Bid” means a binding offer from any Person approved by Seller and the Bankruptcy Court to purchase the Purchased Assets only upon the termination of this Agreement in accordance with its terms.

(f) “Bankruptcy Case” has the meaning set forth in the Recitals.

(g) “Bankruptcy Code” has the meaning set forth in the Recitals.

(h) “Bankruptcy Court” has the meaning set forth in the Recitals.

(i) “Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure.

(j) “Benefit Arrangement” means any employment, consulting, severance or other similar contract, arrangement or policy (written or oral) and each plan, arrangement, program, agreement or commitment (written or oral) providing for insurance coverage (including any self-insured arrangements), workers’ compensation, disability benefits, supplemental unemployment benefits, vacation benefits, retirement benefits, life, health or accident benefits (including any “voluntary employees’ beneficiary association” as defined in Section 501(c)(9) of the Code providing for the same or other benefits) or for deferred compensation, profit-sharing, bonuses, stock options, stock appreciation rights, stock purchases or other forms of incentive compensation or post-retirement insurance, compensation or benefits which (a) is not a Welfare Plan, Pension Plan or Multiemployer Plan and (b) is entered into, maintained, contributed to or required to be contributed to or has been entered into, maintained, contributed to or required to be contributed to, by Seller or under which Seller has any Liability.

(k) “Books and Records” has the meaning set forth in Section 2.1(h).

(l) “Business” means the operation of a proprietary platform that publishes team and player-specific news and commentary that is created through a network of publishers, as such platform is operated by Seller on the Closing Date.

(m) “Business Day” means any day other than a Saturday or Sunday or any other day in which banks in New York, New York are required or authorized by law to be closed.

(n) “Business Intellectual Property” means, collectively, the Owned Intellectual Property and Licensed Intellectual Property.

(o) “Case Closing Date” has the meaning set forth in Section 3.6(a).



- Code.
- (p) “Claim” has the meaning set forth in Section 101(5) of the Bankruptcy Code.
  - (q) “Closing” has the meaning set forth in Section 3.1.
  - (r) “Closing Date” has the meaning set forth in Section 3.1.
  - (s) “Closing Date Payment” means an amount equal to Nine Million, Five Hundred Thousand Dollars (\$9,500,000.00).
  - (t) “Code” means the Internal Revenue Code of 1986, as amended.
  - (u) “Collateral Agreements” has the meaning set forth in Section 4.1(e)(ii).
  - (v) “Confidential Information” has the meaning set forth in Section 7.6.
  - (w) “Confidential Intellectual Property” means (a) all confidential, proprietary, non-public or sensitive Proprietary Information constituting Business Intellectual Property, and (b) any Personal Data of any Person in the possession, custody or control of Seller or with respect to which Seller has access.
  - (x) “Contract” means any written or oral contract, agreement, instrument, commitment, arrangement or undertaking (including licenses, joint ventures, partnerships, engagements, guarantees, sublicenses, subcontracts and purchase orders).
  - (y) “Creditors’ Committee” means the Official Committee of Unsecured Creditors appointed by the United States Trustee on December 15, 2016.
  - (z) “Cure Costs” means all Liabilities of Seller for all cure, compensation and reinstatement costs or expenses of or relating to the assumption and assignment of any Contracts (including, for the avoidance of doubt, real and personal property leases) to be assumed and assigned as part of the Transferred Agreements that are payable or necessary to cure any defaults pursuant to Section 365 of the Bankruptcy Code on account of any obligation or default arising before the Closing Date and set forth on Schedule 1.1(z), plus an amount not to exceed twenty percent (20%) of the amount set forth on Schedule 1.1(z). For the avoidance of doubt, Purchaser shall be responsible for all amounts that are necessary to cure any defaults relating to the Transferred Agreements.
  - (aa) “Domain Names” has the meaning set forth in Section 2.1(c).
  - (bb) “Employee Benefit Plans” has the meaning set forth in Section 5.16.
  - (cc) “Employees” means all individuals employed by Seller or its Affiliates in connection with the conduct of the Business on the date of this Agreement, together with individuals (if any) who are hired by Seller or its Affiliates in connection with the conduct of the Business after the date of this Agreement and prior to the consummation of the Closing.

(dd) “Employee Restrictive Covenant Rights” means all rights of Seller under non-disclosure or confidentiality, non-competition or non-solicitation agreements to the extent contained in (i) that certain Employment Agreement between James Heckman and Scout Media Holdings, Inc. (f/k/a North American Membership Group, Inc.) or (ii) any “personal services contracts” that are not assignable under Section 365(c)(1)(A) of the Bankruptcy Code with Employees and agents of Seller.

(ee) “Encumbrances” means all Liens, defenses (including, without limitation, rights of setoff and recoupment), and interests of third parties, including, without limitation, liabilities, demands, guarantees, rights of third parties, contractual commitments, assignments, preferences, debts, suits, licenses, rights-of-recovery, judgments, orders, and decrees of any court or foreign or domestic governmental entity, taxes (including foreign, state, and local taxes), licenses, covenants, instruments, leases, off-sets, claims for reimbursement, contribution, indemnity or exoneration, successor, product, environmental, labor, ERISA, Comprehensive Environmental Response, Compensation and Liability Act of 1980, alter ego and other liabilities, causes of action, and claims, to the fullest extent of the law, in each case, of any kind or nature (including, without limitation, all “claims” as defined in Bankruptcy Code section 101(5)), known or unknown, whether pre-petition or post-petition, secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, perfected or unperfected, liquidated or unliquidated, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, material or non-material, statutory or non-statutory, matured or unmatured, legal or equitable, including any and all such liabilities, causes of action, contract rights, and claims arising out of Seller’s continued operation following the Closing Date, whether imposed by agreement, understanding, law, equity or otherwise. Notwithstanding the foregoing, performance obligations of an assignee of a Transferred Agreement and the other terms of such Transferred Agreement shall not be deemed to be an Encumbrance on such Transferred Agreement.

(ff) “ERISA” means the Employee Retirement Income Security Act of 1974, as amended

(gg) “ERISA Affiliate” means any corporation or other business entity that is included in a controlled group of corporations within which Seller is also included, as provided in Section 414(b) of the Code; or which is a trade or business under common control with Seller, as provided in Section 414(c) of the Code; or which constitutes a member of an affiliated service group within which Seller is also included, as provided in Section 414(m) of the Code; or which is required to be aggregated with Seller pursuant to regulations issued under Section 414(o) of the Code; or which is treated as a single employer with Seller under Section 4001 of ERISA.

(hh) “Escrow Letter” means that certain Escrow Letter Agreement dated as of the date of this Agreement, by and among Purchaser, Sherwood and Seller.

(ii) “Excluded Assets” means the following items:

- (i) current assets of Seller, including cash and cash equivalents but excluding the Accounts Receivable, in each case determined in accordance with GAAP;
- (ii) all Contracts other than the Transferred Agreements;

(iii) all claims for refunds of Taxes other than Transfer Taxes and other governmental charges of whatever nature;

(iv) all health and Benefit Arrangements maintained by Seller for its employees;

(v) all causes of action, including without limitation all claims and causes of action under sections 544, 545, 547, 548, 549, 550, or 553 of the Bankruptcy Code, and any other claims or causes of action belonging to Seller or its estate, including any claims or causes of actions against the Seller's directors and officers, any state-law claims and causes of action, and all of Seller's rights and causes of action arising under section 502 and 503 of the Bankruptcy Code and Rule 3007 thereunder;

(vi) Seller's corporate seals, stock record books, corporate record books containing minutes of meeting of directors and stockholders, Tax Returns and records, books of account and ledgers and such other record having to do solely with Seller's organization or stock capitalization or Excluded Assets or the Retained Liabilities;

(vii) all personal records and other records that Seller is required by Law to retain in its possession;

(viii) the Employee Restrictive Covenant Rights; and

(ix) all assets listed on Schedule 1.1(ii).

(jj) "Expense Reimbursement" means the amount (not to exceed One Hundred Thousand Dollars (\$100,000) in the aggregate) of all reasonable and documented third-party fees (including attorneys' fees), expenses and other costs incurred by Purchaser or any of its Affiliates in connection with this Agreement and the transactions contemplated hereby, including, without limitation, all fees and expenses relating to the diligence, negotiation, preparation, and implementation with respect to the transactions contemplated by this Agreement.

(kk) "Final Order" means an order of the Bankruptcy Court as to which no stay pending appeal has been issued.

(ll) "GAAP" means United States generally accepted accounting principles in effect from time to time.

(mm) "Governmental Authority" means any governmental, regulatory or administrative authority, agency or commission or any court, tribunal, judicial or arbitral body, and any instrumentality of any of the foregoing.

(nn) "Governmental Order" means any order, ruling, writ, judgment, injunction, decree, stipulation, determination, award or binding agreement issued, promulgated or entered by or with any Governmental Authority, and in the case of Tax-related matters, includes any closing agreement or similar settlement, ruling, technical advice request, voluntary disclosure or managed audit.

(oo) “Informational Disclosures” has the meaning set forth in Section 9.12.

(pp) “Insider” means (a) an officer or director of Seller, (b) an Affiliate of Seller or (c) any Relative of any Person referred to in clauses (a) through (b) who is an individual and any Affiliate of any such Relative.

(qq) “Intellectual Property” means all (i) patents and patent applications, including reissues, divisions, provisionals, non-provisionals, continuations, renewals, re-examinations, extensions and continuations-in-part of the foregoing; (ii) trademarks, service marks, trade dress, logos, Internet domain names, trade names, corporate names, designs, brand names, URLs, slogans, 800 numbers, social media usernames, handles, hashtags and account names, web sites, symbols, emblems, insignia and other distinctive identification and indicia of source of origin, whether or not registered, including all common law rights thereto, and all applications and registrations therefor, and all goodwill associated with any of the foregoing and/or the business connected with the use of and symbolized by the foregoing (collectively, “Trademarks”), (iii) copyrights, author’s rights, moral rights and copyrightable subject matter and all other works of authorship and all rights under copyrights, whether or not published and registered or unregistered, and any registrations and applications for registration thereof, (iv) trade secrets and confidential or proprietary information, including inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, testing information, processes and techniques, research and development information, methods, formulations, drawings, specifications, designs, algorithms, plans, proposals, financial information, improvements, discoveries, ideas, developments, data, processes, techniques, manuals, instructions, blueprints, plans, descriptions, financial, technical, marketing and business data, sales, plans, pricing and cost information, vendor, customer, distributor, end user and supplier lists, Personal Data, prospect lists, projections, analyses and copies and tangible embodiments of all of the foregoing, in whatever form or medium (“Proprietary Information”); (v) Software; (vi) Websites and (vii) all other proprietary information and intellectual property in all forms and media, and all goodwill associated therewith, and whether or not subject to patent, copyright, trademark, design or other intellectual property registration or classification, now known or hereafter recognized in any jurisdiction worldwide; (j) all rights pertaining to the foregoing, including those arising under international treaties and convention rights; and (k) all proceeds, income, royalties, damages and payments now and/or hereafter due and payable under and/or in respect of all of the foregoing (including with respect to present or future infringement or violation thereof).

(rr) “IP Assignment Agreements” has the meaning set forth in Section 5.6.

(ss) “IT Systems” means information technology systems, resources and information, including all Software, hardware, networks, computers, equipment and related systems.

(tt) “January Payables” means the payments due with respect to January 2017 by the Seller to the counterparties under the publisher Contracts referenced on Schedule 1.1(tt) hereto, which amount is estimated to be approximately \$750,000, *provided*, that in no event shall the January Payables exceed \$900,000.

(uu) “Knowledge” means, with respect to Seller, the actual knowledge of the Chief Executive Officer, Chief Financial Officer or Chief Strategy Officer of Seller after due inquiry.

(vv) “Laws” means all constitutions, statutes, laws, ordinances, regulations, rules, codes, requirements and other rules of law.

(ww) “Liability” means any direct or indirect debt, liability, commitment or obligation (whether known or unknown, matured or not matured, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, incurred or consequential and due or to become due), including any liability for Taxes, alter ego and other liabilities, causes of action, contract rights, and claims, to the fullest extent of the law, in each case, of any kind or nature (including, without limitation, all “claims” as defined in Bankruptcy Code section 101(5)), whether imposed by agreement, understanding, law, equity or otherwise.

(xx) “Licensed Intellectual Property” means all Intellectual Property licensed or otherwise made available to Seller (in whole or in part) by any Person.

(yy) “Lien” means all liens, security interests of whatever kind or nature, mortgages, conditional sales or title retention agreements, pledges, deeds of trust, hypothecations, encumbrances, rights of first refusal, easements, charges, options, judgment liens, restrictions and indentures. Notwithstanding the foregoing, the mere performance obligations of an assignee of a Transferred Agreement and the other terms of such Transferred Agreement shall not in and of themselves be deemed to be a Lien on such Transferred Agreement.

(zz) “Material Adverse Change” means any result, occurrence, fact, change, event or effect that (i) has, or is reasonably expected to have, a material adverse effect on the business, assets, liabilities, condition, or results of operations of the Business or the Purchased Assets taken as a whole, or (ii) results in any material respect in the inability of Seller to convey to Purchaser any of the Purchased Assets.

(aaa) “Multiemployer Plan” means any “multiemployer plan,” as defined in Section 4001(a)(3) of ERISA, which Seller or any ERISA Affiliate maintains, administers, contributes to or is required to contribute to, or maintained, administered, contributed to or was required to contribute to, or under which Seller or any ERISA Affiliate has or may have any Liability.

(bbb) “Open Source Materials” means all Software and other materials that are distributed as “free software”, “open source software” or under a similar licensing or distribution model, including to any license for Software that meets the “Open Source Definition” promulgated by the Open Source Initiative.

(ccc) “Ordinary Course” means, with respect to an action taken by a Person:

(i) such action is consistent with the past practices of such Person and is taken in the ordinary course of the normal day-to-day operations of such Person, as such

practices or actions are, or may have been, modified as a result of the proceedings of the Bankruptcy Case; and

(ii) such action is consistent with the representations and warranties in Section 5.12(a) (Compliance with Laws; Permits) of this Agreement.

(ddd) “Owned Intellectual Property” means all Intellectual Property owned or purported to be owned, in whole or in part, by Seller, including the Domain Names.

(eee) “Pension Plan” means any “employee pension benefit plan” as defined in Section 3(2) of ERISA (other than a Multiemployer Plan) which Seller or any ERISA Affiliate maintains, administers, contributes to or is required to contribute to, or maintained, administered, contributed to or was required to contribute to, or under which Seller or any ERISA Affiliate has or may have any Liability.

(fff) “Permits” means all licenses, permits, franchises, approvals, registrations, authorizations, consents or orders of, or filings with, any Governmental Authority or any other Person.

(ggg) “Person” means an individual, partnership, firm, corporation, limited liability company, association, joint venture, trust, unincorporated organization or other entity (including any Governmental Entity or any department, agency or political subdivision thereof).

(hhh) “Personal Data” means any information (including a Person’s name, physical address, telephone number, e-mail address, photograph, social security number, tax identification number, payment card number, bank account information and other financial information, customer or account numbers, codes and passwords, IP address, geographic location, family members, platform or transaction history, persistent identifier, order and purchase histories, platform behavior, conduct, preferences, demographic data and any other data and information) which, whether alone or in combination with other information, identifies or is associated with an identified natural Person.

(iii) “Privacy Agreements” means data and privacy related policies (e.g., privacy policies, acceptable use policies, terms of service, etc.) and other Contracts in effect between Seller and any customers, clients, licensees, end users or other Persons that are applicable to or otherwise implicate the collection, protection, storage, processing, transfer, administration, review, monitoring, use and/or disclosure of Personal Data in connection with the Business.

(jjj) “Privacy Laws” means all Laws concerning or otherwise applicable to the collection, protection, storage, processing, transfer, administration, review, monitoring, use or disclosure of Personal Data.

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

(lll) “Proprietary Information” has the meaning set forth in the definition of Intellectual Property.

(mmm) “Purchase Price” means an amount equal to the Closing Date Payment plus all Cure Costs.

(nnn) “Purchased Assets” has the meaning set forth in Section 2.1.

(ooo) “Registered Owned Intellectual Property” means Owned Intellectual Property issued by, registered, recorded or filed with, renewed by or the subject of a pending application before any Government Authority, Internet domain name registrar or other authority.

(ppp) “Retained Liabilities” has the meaning set forth in Section 2.4.

(qqq) “Relative” of a Person means 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.

(rrr) “Rule” or “Rules” means the Federal Rules of Bankruptcy Procedure.

(sss) “Sale Order” means an Order of the Bankruptcy Court in the form attached hereto as Exhibit A, with such changes as are reasonably acceptable to Purchaser and Seller.

(ttt) “Sale Order Condition” means the Sale Order is a Final Order.

(uuu) “Seller Contracts” has the meaning set forth in Section 5.7(a).

(vvv) “Sherwood” means Sherwood Partners, Inc., a Delaware corporation.

(www) “Software” means (a) all software, firmware, middleware, computer programs, applications, interfaces, tools, operating systems, software code of any nature, (including all object code, source code, interpreted code, data files, rules, definitions and methodology derived from the foregoing) and any derivations, updates, enhancements and customization of any of the foregoing, together with all processes, technical data, build scripts, test scripts, algorithms, APIs, subroutines, techniques, operating procedures, screens, user interfaces, report formats, development tools, templates, menus, buttons, icons and user interfaces, (b) all electronic data, databases and data collections, and (c) all documentation, including user manuals, technical manuals, programming comments, descriptions, flow charts and other work products used to design, plan, organize and develop any of the foregoing, and training materials, relating to any of the foregoing.

(xxx) “Stalking Horse Order” means an Order (I) Authorizing the Debtors to Enter into the Stalking Horse Asset Purchase Agreement; (II) Approving Certain Bid Protections; (III) Amending the Bidding Procedures; and (IV) Granting Related Relief, in the form attached hereto as Exhibit D, with such changes as are reasonably acceptable to Purchaser and Seller.

(yyy) “Stalking Horse Order Condition” means the Stalking Horse Order has become a Final Order.

(zzz) “Subsidiary” means with respect to any Person, any corporation, association, business entity, partnership, limited liability company or other Person of which such Person, either alone or together with one or more Subsidiaries or by one or more other Subsidiaries (i) directly or indirectly owns or controls securities or other interests representing at least fifty percent (50%) of the voting power of such Person, or (ii) is entitled, by contract or otherwise, to elect, appoint or designate directors or other members constituting a majority of the members of such Person’s board of directors, board of managers or other governing body.

(aaaa) “Successor Taxes” means any Liability for the unpaid Taxes of any Person under Treasury Regulation Section 1.1502-6 (or any similar provision of Law), as a transferee or successor, by contract, or otherwise, including without limitation any Tax that (a) accrued prior to the effective time of the Closing with respect to or affecting the Purchased Assets or the Business, and (b) is transferred to Purchaser by operation of applicable successorship (including successor Tax liability) Law, including Tax-related “bulk transfer” Laws.

(bbbb) “Tangible Assets” has the meaning set forth in Section 2.1(b).

(cccc) “Tax” or, collectively, “Taxes,” shall mean (i) any and all federal, state, local and foreign taxes, assessments and other governmental charges, duties, impositions and liabilities, including taxes based upon or measured by gross receipts, income, profits, sales, use and occupation, and value added, ad valorem, transfer, margin, franchise, withholding, payroll, recapture, employment, excise and property taxes, unclaimed, abandoned, or escheated property, and any other regulatory or governmental imposts, in each case together with all interest, penalties and additions imposed with respect to such amounts; (ii) any liability for the payment of any amounts of the type described in clause (i) as a result of being a member of an affiliated, consolidated, combined or unitary group for any period; and (iii) any Transfer Taxes or Successor Taxes.

(dddd) “Tax Returns” means any return, report, declaration, form, claim for refund, information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

(eeee) “Termination Date” has the meaning set forth in Section 8.1(g).

(ffff) “Termination Fee” means an amount equal to Two Hundred Eighty-Five Thousand Dollars (\$285,000).

(gggg) “Trademarks” has the meaning set forth in the definition of Intellectual Property.

(hhhh) “Transaction Documents” means this Agreement and the other agreements, instruments and documents contemplated hereby, including each exhibit thereto.

(iiii) “Transfer Taxes” has the meaning set forth in Section 3.5.

(jjjj) “Transferred Agreements” means the Transferred Contracts.



(kkkk) “Transferred Contracts” means those Contracts set forth on Schedule 1.1(kkkk); provided, however, that notwithstanding the inclusion of a Contract on Schedule 1.1(kkkk) or anything else in this Agreement to the contrary, Transferred Contracts shall not include any Contract for which the Cure Costs exceed 120% of the amount set forth for such Contract on Schedule 1.1(z) unless the Purchaser consents in writing to the inclusion of any such Contract as a Transferred Contract following the determination of the Cure Cost for such Contract.

(llll) “Transferred Tangible Asset Leases” has the meaning set forth in Section 5.9(b).

(mmmm) “Transferred Real Property Leases” has the meaning set forth in Section 5.9(b).

(nnnn) “Transition Services Agreement” means the Transition Services Agreement among Purchaser and Seller in the form attached hereto as Exhibit C.

(oooo) “WARN Laws” means the Worker Adjustment and Retraining Notification Act, 29 U.S.C. 21.01 et seq., and any other similar provision of any federal, state, regional, foreign or local Law governing plant closings or mass layoffs.

(pppp) “Web Site” means any public or private website owned, used, held for use, maintained or operated by or on behalf of Seller (together with all Intellectual Property located on, used with or otherwise associated therewith), including without limitation the websites located at the domain names listed on Schedule 1.1(pppp).

(qqqq) “Welfare Plan” means any “employee welfare benefit plan” as defined in Section 3(1) of ERISA, which Seller or any ERISA Affiliate maintains, administers, contributes to or is required to contribute to, or maintained, administered, contributed to or was required to contribute to, or under which Seller or any ERISA Affiliate has or may have any Liability.

1.2 Interpretation. For the purposes hereof: (a) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires; (b) 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 Schedules and Exhibits) and not to any particular provision of this Agreement, and Article, Section, paragraph, Exhibit and Schedule references are to the Articles, Sections, paragraphs, Exhibits, and Schedules to this Agreement unless otherwise specified; (c) the words “include,” “includes” and “including,” when used herein, shall be deemed in each case to be followed by the words “without limitation”; and (d) the word “or” shall not be exclusive. Any rule of construction that permits a court to construe a document more strictly against its author shall not govern the interpretation of this Agreement.

## **ARTICLE 2**

### **PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES**

2.1 Purchase and Sale of Assets. Subject to the terms and conditions set forth in this Agreement and in accordance with Sections 363 and 365 of the Bankruptcy Code, at the Closing,

Seller shall sell, assign, transfer, convey and deliver to Purchaser good, valid and marketable title, free of any and all Encumbrances, and Purchaser hereby agrees to purchase and acquire from Seller, all of the property and assets of Seller owned, used, or held for use in connection with the conduct of the Business, whether real, personal or mixed, tangible and intangible, of every kind and description, wherever located, including without limitation the following (but excluding for all purposes the Excluded Assets):

(a) all Intellectual Property, including the (y) Business Intellectual Property and (z) Registered Owned Intellectual Property set forth on Schedule 2.1(a);

(b) all tangible assets, including without limitation all furniture, fixtures, supplies, hardware and those assets set forth on Schedule 2.1(b) (collectively, the “Tangible Assets”);

(c) all Internet domain names, including those Internet domain names listed on Schedule 2.1(c) (the “Domain Names”);

(d) all Web Sites;

(e) the Transferred Agreements;

(f) all goodwill associated with the Purchased Assets;

(g) to the extent transferable all Permits, if any, held by Seller;

(h) all documents and records (in paper or electronic format) in Seller’s or any of Seller’s Affiliates’ care, custody or control (collectively, “Books and Records”) to the extent relating to the Purchased Assets, the Assumed Liabilities or the Business, including any documents relating to products, services, marketing, advertising, promotional materials, purchased Intellectual Property, personnel files for Transferred Employees, all files, customer files and documents (including credit information), supplier lists, records, literature and correspondence, whether or not physically located on any of the premises used in connection with the Business, *provided, however*, that Seller may retain a copy of all such Books and Records relating to the Excluded Assets or for tax purposes;

(i) all accounts receivable of Seller (as determined in accordance with GAAP) as of the consummation of the Closing (the “Accounts Receivable”); and

(j) all rights of Seller under non-disclosure or confidentiality, non-competition or non-solicitation agreements with third parties, in each case, excluding the Employee Restrictive Covenant Rights.

All of the assets referred to in this Section 2.1 are collectively referred to herein as the “Purchased Assets”.

2.2 Excluded Assets. Anything herein to the contrary notwithstanding, the Purchased Assets shall not include, and Seller shall retain ownership of, the Excluded Assets.

2.3 Assumed Liabilities. In connection with the acquisition of the Purchased Assets pursuant to this Agreement, at the Closing, Purchaser shall assume and agree to pay, perform, satisfy and discharge (the following are referred to as the “Assumed Liabilities”): (a) all Cure Costs; (b) all January Payables; and (c) all Liabilities of Seller under the Transferred Agreements but only to the extent to be performed after the consummation of the Closing (except to the extent relating to a breach thereof occurring prior to the consummation of the Closing).

2.4 Retained Liabilities. Anything in this Agreement to the contrary notwithstanding, Purchaser is not assuming nor shall it be obligated to pay, perform or otherwise discharge, and Seller or its Affiliates (as applicable) shall retain and remain solely responsible for the payment or satisfaction, without recourse to Purchaser, any and all Liabilities other than the Assumed Liabilities of Seller or any of its Affiliates (collectively, “Retained Liabilities”), which Retained Liabilities include without limitation all Liabilities (x) arising from or in connection with circumstances, events or transactions occurring prior to the consummation of the Closing (other than all Cure Costs and January Payables); or (y) currently existing or hereafter arising with respect to:

(i) all employment or contractor arrangements, Benefit Arrangements, Pension Plans, Multiemployer Plans and Welfare Plans maintained or participated in by Seller or any of its Affiliates, whether such Liability (or the claim related thereto) accrued or arose prior or subsequent to the Closing Date;

(ii) all Taxes of Seller or any of its Affiliates, including, without limitation, any Tax in any way based upon, arising out of, relating in any way to or in connection with Seller’s or any of its Affiliates’ ownership and operation of the Business or the Purchased Assets for the period prior to the consummation of the Closing, whether the filing of the applicable Tax Return, if any, occurs prior or subsequent to the consummation of the Closing, and including any Successor Taxes;

(iii) all Liabilities of Seller based upon, arising out of, relating in any way to or in connection with the negotiation, preparation, investigation and performance of this Agreement (including any inaccuracy or breach of any representation or warranty of Seller contained in or made pursuant to this Agreement) or the Collateral Agreements or the transactions contemplated hereby or thereby, including, without limitation, fees and expenses of counsel, accountants, consultants, advisers and others;

(iv) all Liabilities associated with indebtedness of Seller;

(v) all Liabilities based upon, arising out of, relating in any way to or in connection with the failure by Seller to comply with any Law or Governmental Order;

(vi) all current liabilities of Seller (as determined in accordance with GAAP) other than the January Payables;

(vii) all Liabilities based upon, arising out of, relating in any way to or in connection with any of the Excluded Assets;

(viii) except with respect to the January Payables or other Liabilities listed as an Assumed Liability in Section 2.3, all Liabilities based upon, arising under or relating in any way to the operation of the Business, or the operation or use of the Purchased Assets, in each case, prior to the consummation of the Closing (or which may be asserted against or imposed upon Purchaser as a successor or transferee of Seller as an acquirer of the Purchased Assets or the Business or otherwise as a matter of law) and all other Liabilities based upon, arising out of, relating in any way to or in connection with events or conditions occurring at or prior to the consummation of the Closing; and/or

(ix) all Liabilities based upon, arising under or relating in any way to the WARN Laws.

### **ARTICLE 3** **CLOSING; PURCHASE PRICE**

3.1 Closing. The consummation of the transactions contemplated hereby (the “Closing”) shall take place by electronic exchange of signature pages no later than three (3) Business Days following the satisfaction or waiver of the conditions precedent set forth in Sections 4.1, 4.2 and 4.3 (other than the satisfaction or waiver of those conditions precedent that, by the terms, require the delivery of any documents or the taking of any other action at the Closing but subject to the satisfaction or waiver thereof at the Closing) or such other date as mutually agreed upon by Purchaser and Seller. The date on which the Closing shall occur is referred to herein as the “Closing Date.” The Closing shall be effective for all purposes as of 12:01 a.m. on the Closing Date.

3.2 Good Faith Deposit. On the date of this Agreement, Purchaser has delivered to Sherwood a deposit in an aggregate amount equal to \$950,000 (the “Deposit”), by wire transfer to be held in escrow until the Closing pursuant to the Escrow Letter.

3.3 Payments at Closing. At the Closing, in consideration of the sale, assignment, transfer, conveyance and delivery of the Purchased Assets to Purchaser, Purchaser shall:

- (a) direct Sherwood to release, on behalf of Purchaser, the Deposit to Seller;
- (b) pay by wire transfer of immediately available funds an amount equal to the Closing Date Payment (after the deduction of the Deposit) to an account designated by Seller in the Flow of Funds Memorandum; and
- (c) subject to Section 3.7, pay by wire transfer of immediately available funds to each counterparty to a Transferred Agreement in accordance with the wire transfer instructions set forth in the Flow of Funds Memorandum the Cure Costs, if any, set forth opposite such Person’s name on the Flow of Funds Memorandum.

3.4 Flow of Funds Memorandum. No later than three (3) Business Days prior to the Closing Date, Seller and Purchaser shall jointly prepare a flow of funds memorandum (the “Flow of Funds Memorandum”) that sets forth the applicable payees, amounts payable and wire instructions for all amounts payable under Section 3.3.

3.5 Transfer Taxes. Purchaser shall be responsible for any sales, use, excise, VAT or other transfer Taxes (“Transfer Taxes”), which are incurred or owed as a result of the sale, assignment, transfer, conveyance and delivery of the Purchased Assets.

3.6 Further Assurances; Post-Closing Cooperation.

(a) From time to time after the consummation of the Closing until the date of the closing of the Bankruptcy Case pursuant to a Final Order issued by the Bankruptcy Court (the “Case Closing Date”), at the request of Purchaser and at Purchaser’s sole cost and expense, Seller shall execute and deliver to Purchaser such other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as may be reasonably necessary in order to sell, assign, transfer, convey and deliver to Purchaser, and to confirm Purchaser’s title to, all of the Purchased Assets. Without limiting the generality of the foregoing, from the consummation of the Closing until the Case Closing Date, except with respect to any Excluded Asset or as otherwise expressly set forth in this Agreement, in the event that an asset used or held for use by Seller in the conduct of the Business is owned by Scout Media Holdings, Inc. and Purchaser requests that such asset be transferred to Purchaser, Seller will ensure that Scout Media Holdings, Inc. transfers such asset to Purchaser for no additional consideration.

(b) Following the consummation of the Closing until the Case Closing Date, Purchaser will afford Seller, and its successors and assigns, their counsel and accountants, during normal business hours and upon reasonable advance notice, reasonable access to review (i) the books, records and other data which are transferred to Purchaser pursuant to the terms of this Agreement and which relate to the applicable Purchased Assets prior to the consummation of the Closing, the right to make copies and extracts therefrom, at Seller’s cost and expense, and access to former employees of Seller but only to the extent that such access may be reasonably required by Seller in connection with (A) Seller’s compliance with the requirements of any Governmental Authority with jurisdiction over such Purchased Assets, (B) Seller’s attempt to enforce any of their rights or interests against any Person other than Purchaser or their its Affiliates, and/or (C) estate administration, the winding down of Seller in connection with the Bankruptcy Case, the provision of any information required for the defense and prosecution of claims and any other legitimate purpose of Seller, and (ii) financial and Tax records relating exclusively to such Purchased Assets prior to the consummation of the Closing. Any such review shall be conducted by Seller, their counsel and/or accountants in such manner as to cause the least disruption to Purchaser’s businesses as reasonably practicable, and Purchaser shall have the right to redact and not make available to Seller any information contained in such books, records and other data that is related to the Purchased Assets or the conduct of the Business from and after the consummation of the Closing.

(c) If, following the consummation of Closing, any customer of the Business inadvertently remits a payment to Purchaser or its Affiliates and Purchaser becomes aware that such payment was owed or payable to Seller or any Affiliate of Seller in respect of services provided by the Business prior to the consummation of the Closing, Purchaser shall, or shall cause its Affiliate to, promptly remit such payment to Seller, *provided*, that nothing herein shall require Purchaser to pay to Seller any amount received by Purchaser in respect of the Accounts Receivable. If, following the consummation of the Closing, any customer of the Business

inadvertently remits a payment to Seller or its Affiliates that was owed or payable to Purchaser or its Affiliates in respect of services provided by the Business on or after the consummation of the Closing, Seller shall, or shall cause its Affiliates to, promptly remit such payment to Purchaser.

(d) Following the consummation of the Closing until the Case Closing Date, Seller shall, upon receipt of written notice from Purchaser, at Purchaser's election, either (i) use its commercially reasonable efforts to enforce, at Purchaser's sole cost and expense, Seller's rights under the Employee Restrictive Covenant Agreements as reasonably directed by Purchaser, or (ii) subrogate Purchaser to any rights Seller may have against a third-party under the Employee Restrictive Covenant Agreements. Notwithstanding the foregoing, in no event shall Seller be required to enforce its rights against any Person, or effect any subrogation for purpose of enforcing Seller's rights against any Person, to the extent in respect of any act, omission, circumstance or event that occurred or arose prior to the consummation of the Closing. Nothing in this Section 3.6(d) shall prevent Seller from asserting or prosecuting a claim against any Person in respect of the Employee Restrictive Covenant Agreements if the act, omission, circumstance or event underlying such claim occurred prior to the consummation of the Closing or from assigning, transferring or selling such claim. Following the consummation of the Closing until the Case Closing Date, Purchaser shall, upon receipt of written notice from Seller, at Seller's election, either (x) use its reasonable efforts to enforce, at Seller's sole cost and expense, Purchaser's rights under any non-disclosure, confidentiality, non-competition or non-solicitation agreement that was assigned to Purchaser hereunder as reasonably directed by Seller, or (y) subrogate Seller to any rights Purchaser may have against a third-party under such agreement. Notwithstanding the foregoing, in no event shall Purchaser be required to enforce its rights against any Person, or effect any subrogation for the purpose of enforcing Purchaser's rights against any Person, to the extent in respect of any act, omission, circumstance or event that occurred or arose after the consummation of the Closing.

3.7 Cure Costs. At Closing and pursuant to Section 365 of the Bankruptcy Code, Seller will assume the Transferred Agreements (to the extent not previously assumed) and assign the Transferred Agreements to Purchaser, and Purchaser will assume the Transferred Agreements. Except as otherwise set forth in this Section 3.7, all Cure Costs related to the Transferred Agreements will be paid by Purchaser at Closing as and when finally determined by the Bankruptcy Court pursuant to the procedures set forth in the Bid Procedures. Notwithstanding any obligation of Purchaser to pay a Cure Cost on the Closing Date, if a Cure Cost for a Transferred Agreement is disputed as of the Closing Date by a counterparty to such Transferred Agreement with standing in the Bankruptcy Case to dispute such Cure Cost (an "Objecting Party"), Purchaser shall not be required to pay the Cure Cost in respect of such Transferred Agreement at Closing, *provided*, that following the final determination (whether by the Bankruptcy Court or consent of Purchaser and the Objecting Party) of such Cure Cost, Purchaser shall promptly pay such Cure Cost to the Objecting Party.

3.8 [Reserved].

3.9 Disposition of Deposit. In the event that this Agreement is terminated by (1) Purchaser or Seller (or jointly by both Purchaser and Seller) pursuant to Sections 8.1(a), (b), (e), (f), (g) or (h) or (2) by Purchaser pursuant to Sections 8.1(c) or (d), then, in each case, Purchaser

and Seller shall promptly, and in any event no later than five (5) Business Days following the termination of this Agreement, direct and cause Sherwood to return the entire Deposit to Purchaser. In the event this Agreement is terminated by Seller pursuant to Sections 8.1(c) or (d), Purchaser and Seller shall promptly, and in any event no later than five (5) Business Days following the termination of this Agreement, direct and cause Sherwood to pay the Deposit to Seller. Provided however, notwithstanding anything to the contrary herein, in the case of termination by the Purchaser pursuant to Sections 8.1(e)(iii) or (f), Sherwood shall not be required to return the Deposit if the Purchaser remains obligated as Back-up Bidder until such time as the Sellers consummate an Alternative Transaction.

#### **ARTICLE 4** **CONDITIONS PRECEDENT AND DELIVERIES**

4.1 Conditions Precedent to obligations of Purchaser. The obligations of Purchaser under this Agreement are subject to satisfaction of the following conditions precedent on or before the Closing Date (which conditions precedent may be waived prior to the consummation of the Closing by Purchaser in its sole discretion):

(a) Representations and Warranties True on the Closing Date; Covenants.

(i) As of the date of this Agreement and as of the Closing Date (in each case, except for any representation or warranty that is expressly made as of a specified date, in which case as of such specified date), (i) the representations and warranties contained in Sections 5.1, 5.2, 5.3(a), (b), and (c) and 5.5, 5.14(a), and 5.15 shall be true and correct in all respects (except, in the case of Section 5.5, for *de minimis* inaccuracies), and (ii) all other representations and warranties set forth in Article 5 shall, in the aggregate (and when read without any qualification as to “materiality” or “Material Adverse Change” or another similar qualifier and, with respect to Sections 5.6 and 5.9 only, when read without any qualification as to the “Knowledge of Seller” or similar qualification), be true and correct in all material respects.

(ii) Seller shall have performed and complied in all material respects with the obligations and covenants required by this Agreement to be performed or complied with by Seller on or prior to the Closing Date, provided that if an obligation or covenant is already qualified by materiality or Material Adverse Change, then such obligation or covenant must be true in all material respects and shall not be subject to the materiality qualifier herein.

(b) Bankruptcy Proceedings.

(i) The Sale Order Condition shall be satisfied in full.

(ii) Notwithstanding anything in Section 4.1(b)(i) to the contrary, nothing in this Agreement shall preclude Purchaser or Seller from consummating the transactions contemplated herein if the Parties waive the requirement that the Sale Order shall have become a Final Order. No notice of such waiver of this or any other condition to Closing need be given except to Seller, the Creditors’ Committee, and the United States Trustee, it being the intention of the Parties that Purchaser shall be entitled to, and is not waiving, the protection of Section 363(m) of the Bankruptcy Code, the mootness doctrine and any similar statute or body of Law if the Closing occurs in the absence of Final Orders.

(iii) The Stalking Horse Order Condition shall be satisfied in full.

(c) Litigation. No court order or Governmental Order shall have been entered that restrains or prohibits the consummation of the transactions contemplated by this Agreement.

(d) Approvals. Subject to the receipt of the approval of the Bankruptcy Court pursuant to the Sale Order, all authorizations, consents, filings and approvals necessary to permit Seller to perform the transactions contemplated hereby, other than those authorizations, consents, filings and approvals which are not material, shall have been duly obtained, made or given, shall not be subject to the satisfaction of any condition that has not been satisfied or waived and shall be in full force and effect. All terminations or expirations of waiting periods (and any extension thereof) imposed by any Governmental Authority necessary for the transactions contemplated under this Agreement, if any, shall have occurred.

(e) Closing Deliverables.

(i) Seller shall have delivered to Purchaser a certificate signed by the Chief Executive Officer, the Chief Strategy Officer or any Vice President of Seller, dated as of the Closing Date, certifying that the conditions specified in Section 4.1(a) and Section 4.1(b) have been satisfied as of the Closing.

(ii) Seller shall have delivered to Purchaser (1) a duly executed General Assignment and Bill of Sale for the Purchased Assets in the form attached hereto as Exhibit B (the "General Assignment"); (2) duly executed assignments of registered Intellectual Property included within the Purchased Assets in a form reasonably acceptable to the Parties and suitable for recording in the U.S. Patent and Trademark Office and U.S. Copyright Office and duly executed general assignments of all other purchased Intellectual Property, and (3) such other instruments of conveyance, assignment and transfer as shall be reasonably required to vest in Purchaser good, valid and marketable title in and to the Purchased Assets, duly executed by Seller (the agreements and other instruments referred to in this Section 4.1(e)(ii) and Section 4.3 are collectively referred to herein as the "Collateral Agreements").

(iii) Seller shall have delivered to Purchaser all necessary forms and certificates complying with applicable Legal Requirements, duly executed and acknowledged by Seller, certifying that the transactions contemplated hereby are exempt from withholding under Section 1445 of the Code.

(iv) Seller shall have delivered to Purchaser those documents referred to in Section 4.3 to which it is a party.

(v) Seller shall have delivered to Purchaser a certificate of the Secretary of Seller certifying as to: (i) the full force and effect of its certificate of incorporation and bylaws attached as exhibits; (ii) the full force and effect of the resolutions of its board of directors and stockholders authorizing the execution and delivery by Seller of this Agreement and the other Transaction Documents to which it is a party, the performance by Seller of its obligations hereunder and thereunder and the consummation by Seller of the transactions contemplated hereby and thereby; and (iii) the signature and incumbency of each officer of Seller executing this Agreement or any of the other Transaction Documents to which it is a party.



(vi) Seller shall have delivered a certificate evidencing the good standing of Seller in its jurisdiction of organization as of a recent date.

4.2 Conditions Precedent to obligations of Seller. The obligations of Seller under this Agreement are subject to satisfaction of the following conditions precedent on or before the Closing Date (which conditions precedent may be waived by Seller, in accordance with applicable law and in consultation with the Creditors' Committee, prior to the consummation of the Closing):

(a) Representations and Warranties True on the Closing Date; Covenants.

(i) As of the date of this Agreement and as of the Closing Date (in each case, except for any representation or warranty that is expressly made as of a specified date, in which case as of such specified date), (i) the representations and warranties contained in Sections 6.1 and 6.2(a), (b) and (c) shall be true and correct in all respects and (ii) all other representations and warranties set forth in Article 6 shall, in the aggregate (and when read without any qualification as to "materiality" or "Material Adverse Change" or another similar qualifier), be true and correct in all material respects.

(ii) Purchaser shall have performed and complied in all material respects with the obligations and covenants required by this Agreement to be performed or complied with by Purchaser on or prior to the Closing Date, provided that if an obligation or covenant is already qualified by materiality or Material Adverse Change, then such obligation or covenant must be true in all material respects and shall not be subject to the materiality qualifier herein.

(b) Bankruptcy Court Approval. The Sale Order shall have been entered by the Bankruptcy Court.

(c) Litigation. No court order or Governmental Order shall have been entered that restrains or prohibits the consummation of the transactions contemplated by this Agreement.

(d) Closing Deliverables.

(i) Purchaser shall have delivered to Seller a certificate signed by the Chief Executive Officer or any Vice President of Purchaser, dated as of the date of the Closing Date, certifying that the conditions specified in Section 4.2(a) have been satisfied as of the Closing.

(ii) Purchaser shall have delivered to Seller those documents referred to in Section 4.3 to which it is a party.

4.3 Mutual Closing Deliverables. At the Closing, Purchaser and Seller shall mutually execute and deliver to the other:

(a) one or more Assignment and Assumption Agreements with respect to the Transferred Agreements, in forms reasonably acceptable to the Parties (the "Assignment and Assumption Agreements");

(b) the Transition Services Agreement; and

(c) such other agreements, instruments and documents which shall be necessary or appropriate to effectuate and consummate the transactions contemplated hereby on and as of the Closing Date.

4.4 Tangible Assets. Purchaser and Seller shall mutually agree upon the schedule for the delivery to Purchaser of the physical Books and Records and the Tangible Assets, and such delivery shall (a) be made at Purchaser's expense and (b) take place no later than 10 days after Closing.

## **ARTICLE 5**

### **REPRESENTATIONS AND WARRANTIES OF SELLER**

Purchaser hereby acknowledges and agrees that, except as otherwise expressly provided herein, Seller makes no representations or warranties whatsoever, express or implied, with respect to any matter relating to the Purchased Assets, the Assumed Liabilities or the Business. Except as specifically disclosed in the disclosure schedule attached hereto (the "Disclosure Schedule") (referencing the appropriate section and paragraph numbers), Seller hereby represents and warrants to Purchaser, as follows:

#### 5.1 Organization; Good Standing; Qualification.

(a) Seller is a corporation duly formed and organized, validly existing, and in good standing under the Laws of the State of Delaware. Seller has all necessary corporate power and authority to own its properties and to carry on its business as now conducted and as currently contemplated to be conducted.

(b) Seller is duly qualified to transact business and is in good standing in all jurisdictions in which the nature of its business or of its properties makes such qualification necessary, except where the failure to be so qualified and in good standing, individually and in the aggregate, have not had and would not reasonably be expected to have a Material Adverse Change. Prior to the date of this Agreement, Seller has delivered to Purchaser complete and correct copies of the certificate of incorporation and bylaws of Seller, as presently in effect.

5.2 No Subsidiaries. Seller does not have any Subsidiary and does not own any shares of capital stock or securities of any other Person.

#### 5.3 Authority.

(a) Except for such authorization as is required by the Bankruptcy Court, Seller has all requisite corporate power and authority to enter into this Agreement and the other Transaction Documents to which it is or will be a party, to consummate the transactions contemplated hereby and thereby and to perform its obligations hereunder and thereunder.

(b) Except for such authorization as is required by the Bankruptcy Court, the execution and delivery of this Agreement and the other Transaction Documents to which Seller is or will be a party, the consummation by Seller of the transactions contemplated hereby and

thereby and the performance by Seller of its obligations hereunder and thereunder have been duly and validly authorized by all necessary corporate action on the part of Seller, and no other corporate proceedings on the part of Seller or any holders of its equity is required to authorize this Agreement and the other Transaction Documents to which Seller is or will be a party or for Seller to consummate the transactions contemplated hereby or thereby.

(c) Except for such authorization as is required by the Bankruptcy Court, this Agreement has been and the other Transaction Documents to be executed and delivered by Seller at the Closing will, at the Closing, have been, duly executed and delivered by Seller and, assuming the due authorization, execution and delivery by Purchaser (in the case of this Agreement) or by the other parties thereto (in the case of the other Transaction Documents), constitute legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms, subject to the effect of applicable bankruptcy, insolvency, moratorium, reorganization or other similar Laws affecting the rights of creditors.

(d) Except as set forth in Section 5.3(d) of the Disclosure Schedule, the execution and delivery by Seller of this Agreement and the other Transaction Documents to which Seller is or will be a party, the consummation by Seller of the transactions contemplated hereby and thereby and the performance by Seller of its obligations hereunder and thereunder does not and will not, (i) with such exceptions as, individually and in the aggregate, do not have and are not reasonably likely to have a Material Adverse Change and subject to the entry by the Bankruptcy Court of the Sale Order, conflict with, result in any violation or breach of, constitute a default under, give rise to a right of termination, cancellation or acceleration of any obligation under, require any consent, notice, authorization, approval or waiver under, or result in any other adverse consequence under, any Transferred Agreement or other Contract to which Seller is a party, (ii) result in any violation of or default under, or give rise to a right of termination, cancellation or acceleration of any obligation under, any Governmental Order applicable to Seller or its Affiliates or the Purchased Assets, (iii) conflict with or violate any provision of the certificate of incorporation or bylaws of Seller; (iv) subject to the entry by the Bankruptcy Court of the Sale Order, violate or breach the terms of or cause any default under any applicable Law; (v) result in the imposition of any Lien upon any assets or properties of Seller; or (vi) with the passage of time, the giving of notice or the taking of any action by another Person, have any of the effects described in clauses (i) through (v) of this Section 5.3(d).

5.4 Consents. Subject to the necessary authorization from the Bankruptcy Court, no consent, waiver, approval, order, action or authorization of any other Person, or registration, declaration or filing with any Governmental Authority with jurisdiction over the Purchased Assets, is required by, or with respect to, Seller in connection with the execution and delivery of this Agreement and the other Transaction Documents to which Seller is or will be a party, the consummation by Seller of the transactions contemplated hereby and thereby or the performance by Seller of any of its obligations hereunder or thereunder. Subject to the necessary authorization from the Bankruptcy Court, there is no Contract (not to compete or otherwise), commitment or Governmental Order to which Seller is a party binding upon the Purchased Assets which prohibits the consummation of the transactions contemplated hereby or Purchaser's use and conduct of the Purchased Assets and the Business following the Closing Date as such Purchased Assets and Business are presently used and conducted, as applicable, by Seller.

5.5 Title. Subject to the receipt of the approval of the Bankruptcy Court pursuant to the Sale Order, Seller has good, valid and marketable title to all of the Purchased Assets free and clear of any and all Liens, other than Liens that will be discharged by the Bankruptcy Court pursuant to the Sale Order. After giving effect to the consummation of the transactions contemplated by this Agreement, including the entry by the Bankruptcy Court of the Sale Order, Purchaser will have good, valid and marketable title to the Purchased Assets free and clear of any and all Encumbrances.

5.6 Intellectual Property Rights.

(a) Section 5.6(a) of the Disclosure Schedule contains a true and complete list of all Registered Owned Intellectual Property, in each case, enumerating specifically the applicable filing or registration number, title, registrar, jurisdiction, status, date of filing/issuance and current applicant(s)/registered owners(s), as applicable and as to domain names, current Administrative Contacts with an active and attended email address. All assignments of the Owned Intellectual Property to Seller have been properly executed, delivered and recorded. All registrations and applications for the Registered Owned Intellectual Property are valid and enforceable and all issuance, renewal, maintenance and other payments that are or have become due with respect thereto have been timely paid by or on behalf of the Seller.

(b) Seller (i) is the sole and exclusive owner of all right, title and interest in and to all Owned Intellectual Property, and (ii) possesses a valid and enforceable license to use all other Intellectual Property used in connection with the Business. Each item of Business Intellectual Property will be owned or available for use by Purchaser immediately following the Closing Date on substantially identical terms and conditions as it was prior to the Closing Date. All Owned Intellectual Property is valid and enforceable and Seller is not party to or bound by any Contract that limits, restricts or otherwise impairs its ability to use, sell, transfer, assign, license or convey, or that otherwise affects, any of the Owned Intellectual Property. None of the Owned Intellectual Property is subject to any claims of joint ownership, and, except as set forth in Section 5.6(b) of the Disclosure Schedule, to the Knowledge of Seller, all actions necessary to maintain and protect the Owned Intellectual Property and the Seller's rights in and to the Licensed Intellectual Property have been taken, including payment of all applicable royalty, license, usage and service fees and the filing of applicable registrations, applications and renewals.

(c) The Business Intellectual Property constitutes all Intellectual Property necessary for the conduct of the Business and the same shall not be adversely affected by the execution and delivery of this Agreement, the performance by the Parties of their obligations hereunder or the consummation of the transactions contemplated hereby.

(d) To the Knowledge of Seller, neither the conduct of the Business nor the Business Intellectual Property (or any use thereof) infringes, misappropriates or otherwise violates the rights of any Person, including any Intellectual Property owned or purported to be owned by any third party. Seller is not the subject of, and has not been the subject of, any actual or, to the Knowledge of Seller, threatened Proceeding (i) alleging that Seller has infringed, misappropriated or violated any Intellectual Property of any other Person in connection with the conduct of Seller's businesses or (ii) concerning the ownership, validity, registerability,

enforceability or use of, or right to use, any Business Intellectual Property. No complaint, claim or notice, or threat of any of the foregoing (including any notification that a license under any patent or other Intellectual Property is or may be required), whether, directly or indirectly, communicated orally and/or via email, writing, or otherwise, has been received by or communicated to Seller alleging any such infringement, violation or misappropriation or concerning the ownership, validity, registerability, enforceability or use of, or right to use, any Business Intellectual Property. To the Knowledge of Seller, no Person (including any current or former employee or consultant of the Seller) is infringing, misappropriating, or violating the Business Intellectual Property, or any rights of Seller in or to any Business Intellectual Property.

(e) To the Knowledge of the Seller, each current and former employee of Seller who works or worked in the Seller's businesses and each current and former independent contractor of Seller who provides or provided services to the Business, in each instance, that was or is involved in the invention, creation, formulation, development, design or modification of any Owned Intellectual Property material to the operation of the Business has executed a valid and binding written agreement expressly assigning to Seller (and requiring the confidentiality of) all right, title and interest in and to all Intellectual Property invented, created, formulated, developed, modified, conceived and/or reduced to practice during the term of such employee's employment or such independent contractor's work for the Seller, and has waived all moral rights therein to the extent legally permissible (collectively, "IP Assignment Agreements"). To the Knowledge of Seller, all invention, creation, formulation, development, design and modification of the Owned Intellectual Property was undertaken by either current or former employees of Seller who work or worked in the Business within the scope of their employment or current or former independent contractors of Seller who provide or provided services to the Business within the scope of their engagement.

(f) The IT Systems owned or used by Seller in connection with the Business (i) are sufficient in all material respects for the current and contemplated operations of the Seller's businesses; (ii) operate properly without any material defect, malfunction, unavailability or error; and (iii) are reasonably secure against unauthorized access, intrusion, tampering, impairment, disruption, computer virus or malfunction. To the Knowledge of Seller, there has been no: (x) breach of such IT Systems whereby any Proprietary Information constituting Business Intellectual Property has been accessed by, or disclosed to, any Person in an unauthorized manner or (y) unauthorized disclosure of any Proprietary Information in the possession, custody or control of the Seller.

(g) Except as set forth in Section 5.6(g) of the Disclosure Schedule, Seller has not (i) incorporated Open Source Materials into, or combined Open Source Materials with, the Owned Intellectual Property; (ii) distributed Open Source Materials in conjunction with any other Software developed, distributed or otherwise exploited by the Seller; or (iii) used Open Source Materials that create, or purport to create, obligations for Seller with respect to the Owned Intellectual Property or grant, or purport to grant, to any third party, any rights or immunities under Intellectual Property rights (including, but not limited to, using any Open Source Materials that require, as a condition of the use of such Open Source Materials, that other Software incorporated into, derived from or distributed with such Open Source Materials be (x) disclosed or distributed in source code form, (y) licensed for the purpose of making derivative works, or (z) redistributable at no charge or minimal charge).

(h) Seller has taken reasonable measures and implemented reasonable procedures, standards, systems, policies and technologies consistent with industry standards to maintain in confidence and protect the proprietary nature of all Confidential Intellectual Property. None of the Confidential Intellectual Property has been disclosed other than to Persons who are bound by written confidentiality agreements protecting the confidentiality thereof, and there has been, to the Knowledge of Seller, no actual or alleged violation of such agreements with respect to any Confidential Intellectual Property. No Proceeding relating to an improper use or disclosure, or breach in the security or confidentiality, of any Confidential Intellectual Property has been initiated or threatened against the Seller.

(i) (i) Seller is not a party to or bound by any Contract that limits, restricts or impairs its ability to use, sell, transfer, assign, license or convey, or that otherwise adversely affects, any of the Owned Intellectual Property and (ii) none of the Owned Intellectual Property is subject to, or have been the subject of, any Governmental Order or Contract restricting the use thereof by Seller.

(j) Seller has at all times complied with (i) all Privacy Laws and (ii) all Privacy Agreements, and, to the Knowledge of Seller, no Person has made any illegal or unauthorized use of any Personal Data constituting Business Intellectual Property. Except as set forth in Section 5.6(j) of the Disclosure Schedule, the Privacy Agreements do not require the delivery of any notice to or consent from any Person, or prohibit the unqualified transfer of Personal Data constituting Business Intellectual Property, in connection with the execution, delivery or performance of this Agreement, or the consummation of any of the transactions contemplated hereby and thereby.

(k) Seller has since December 31, 2013 complied with (i) card industry regulations and contractual requirements regarding the collection, protection, storage, processing, use and disclosure of Personal Data, including (y) the Payment Card Industry Data Security Standard (PCI-DSS) together with any related mandates, policies, standards and guidelines applicable thereto, and (z) any similar certification programs implemented by the major credit card companies governing the use, disclosure, storage, transmission, privacy and/or security of Personal Data and (ii) applicable Laws regarding lotteries, games of chance and sweepstakes.

## 5.7 Contracts.

(a) Section 5.7(a) of the Disclosure Schedule contains a true and complete listing of all Contracts to which Seller is a party and are directly or indirectly related to the conduct of the Business (collectively, the "Seller Contracts"). Section 5.7(a) of the Disclosure Schedule sets forth the title and date, and the identity of the parties thereto for each such Contract. True and correct copies of each such written Seller Contract (including all material written amendments, supplements and modifications, and all exhibits, schedules and attachments thereof) have been provided or made available to Purchaser prior to the date of this Agreement. There are no oral Contracts that are Transferred Agreements.

(b) Immediately after giving effect to the payment of the Cure Costs and the entry by the Bankruptcy Court of the Sale Order, (i) each Transferred Contract will be in full

force and effect and a legal, valid and binding obligation of Seller and, to the Knowledge of Seller, each other party thereto, enforceable against Seller and each such other party in accordance with its terms, subject to the effect of applicable bankruptcy, insolvency, moratorium, reorganization or other similar Laws affecting the rights of creditors, (ii) neither Seller, nor, to the Knowledge of Seller, any other party thereto, will be in default or breach of any such Transferred Contract, (iii) Seller has not waived any material right under any Seller Contract and (iv) there will be no unresolved disputes under any of Transferred Contracts. Subject to the receipt of the approval of the Bankruptcy Court pursuant to the Sale Order, no Transferred Contract will require any other party's consent in connection with the consummation of the transactions contemplated hereby or if such Transferred Contract does require such consent, such consent will be granted prior to or on the Closing Date. The consummation of the transactions contemplated herein will not result in the breach of any material provision of or termination or voiding of any Transferred Contract.

5.8 Brokers or Finders. Except for the arrangement with Sherwood as approved by the Bankruptcy Court, Seller has not dealt with any broker or finder in connection with the transactions contemplated by this Agreement, and no Person is entitled to any fee or commission or like payment from Purchaser in respect thereof (it being understood that the fees and commissions due to Sherwood are the responsibility of Seller).

5.9 Leases.

(a) Seller does not own, and, to the Knowledge of Seller, has never owned, any real property.

(b) Section 5.9(b) of the Disclosure Schedule lists all leases, licenses, access agreements, subleases and other use agreements of real property to which Seller is a party relating to or used in connection with the Purchased Assets or the Business (collectively, the "Transferred Real Property Leases"). Subject to the entry of the Sale Order and payment of any Cure Costs and the entry of appropriate orders of the Bankruptcy Court, each Transferred Real Property Lease is in full force and effect and is enforceable against the counterparty thereto. True and correct copies of the leases, licenses, access agreements, subleases and other use agreements of the Leased Real Property and any and all ancillary documents pertaining thereto, including but not limited to, all amendments, extensions, side agreements and confirmation letters, and to which Seller is a party or is bound have been made available to Purchaser prior to the date of this Agreement. Subject to the entry of the Sale Order and payment of any Cure Costs and the entry of appropriate orders of the Bankruptcy Court, each lease, license, access agreement, and other use agreements of furniture, fixtures, hardware, supplies, equipment and other personal property to which Seller is a party relating to or used in connection with the Purchased Assets or the Business (collectively, the "Transferred Tangible Asset Leases"), is in full force and effect and is enforceable against the counterparty thereto. True and correct copies of the Transferred Tangible Asset Leases and any and all ancillary documents pertaining thereto have been made available to Purchaser.

5.10 Taxes.

(a) Except as set forth in Section 5.10(a) of the Disclosure Schedules, all Tax Returns required to be filed by Seller prior to the Closing Date have been timely filed and were correct and complete in all material respects and were prepared in substantial compliance with all applicable Laws. All Taxes required to be paid by Seller with respect to the Business or the Purchased Assets (whether or not required to be shown on any Tax Return) have been timely paid or will be timely paid by Seller when or prior to the time required by Law. Seller has withheld or paid over to the proper Governmental Authority all Taxes related to the Business or the Purchased Assets that are required to be withheld or paid over with respect to any period or transaction ended prior to the Closing Date.

(b) The taxpayer identification number of Seller is set forth on Section 5.10(b) of the Disclosure Schedule.

5.11 Litigation. Except as set forth in Section 5.11 of the Disclosure Schedule, there is no Proceeding pending or, to Seller's Knowledge, threatened against or affecting Seller that is arising out of, relating in any way to or in connection with the Business or the Purchased Assets.

5.12 Compliance with Laws; Permits.

(a) Seller conducts the Business and holds the Purchased Assets, and since December 31, 2013 has conducted the Business and held the Purchased Assets, in compliance in all material respects with all applicable Laws. Seller has not received any written notice, or to Seller's Knowledge, any other notice of, or been charged with, the violation of any Laws.

(b) Section 5.12(b) of the Disclosure Schedule contains a true and complete list of all Permits held by Seller based upon, arising out of, or relating in any way to or in connection with the conduct of the Business or the Purchased Assets. Seller has all Permits that are required to operate the Business and hold the Purchased Assets. Seller is not in default or violation (and no event has occurred which, with notice or the lapse of time or both, would constitute a default or violation) of any term, condition or provision of any such Permit.

5.13 Transactions with Insiders. Section 5.13 of the Disclosure Schedule contains a true and complete list of all Contracts arising out of, relating in any way to or in connection with the Business between Seller, on the one hand, and any Insider, on the other hand, and a description of all other transactions between Seller, on the one hand, and any Insider, on the other hand, arising out of, relating in any way to or in connection with the Business that have occurred since December 31, 2013. No Insider has any interest in any of the Purchased Assets other than a security interest that will be released pursuant to the effectiveness of the Sale Order.

5.14 Absence of Certain Changes. Except for the commencement of the Bankruptcy case or as set forth in Section 5.14 of the Disclosure Schedule, since December 31, 2015, Seller has conducted the Business only in the Ordinary Course and:

(a) there has been no circumstance, state of facts or matters, change, event, occurrence, action or omission that, individually or in the aggregate, has, or would be reasonably likely to have, a Material Adverse Change; and



(b) Seller has not taken any action that it is prohibited from taking after the date of this Agreement pursuant to Section 7.2.

5.15 No Undisclosed Liabilities. Seller has not incurred any indebtedness, obligations or other Liabilities, other than Liabilities incurred in the Ordinary Course since December 31, 2015, Liabilities under this Agreement, Excluded Liabilities, and Liabilities that, individually and in the aggregate, have not had and are not reasonably likely to have a Material Adverse Change.

5.16 Employee Benefits. Section 5.16 of the Disclosure Schedule contains a true and complete list of all Benefit Arrangements, Welfare Plans, Pension Plans, Multiemployer Plans or Contracts as to which Seller and their respective Affiliates have any Liability for current or former employees of Seller (the "Employee Benefit Plans").

(a) True, correct and complete copies of the following documents, with respect to each of the Employee Benefit Plans have prior to the date of this Agreement, to the extent within the possession or control of Seller, been made available to Purchaser: (i) any plan and related trust documents, and all amendments thereto; (ii) the most recent Form 5500 and schedules thereto; (iii) the most recent financial statement and actuarial valuation; (iv) the most recent IRS determination letter; and (v) the most recent summary plan description (including letters or other documents updating such description).

(b) None of the Employee Benefit Plans is or has been a Multiemployer Plan or is or has been subject to Sections 4063 or 4064 of ERISA, or is or has been subject to Section 412 of the Code or Title IV of ERISA, and Seller does not have any Liability under any such plan, including, but not limited to, any plan previously maintained or contributed to by Seller or any of their respective ERISA Affiliates.

(c) Each of the Employee Benefit Plans intended to qualify under Section 401 of the Code has been determined by the IRS to be so qualified and, to the Knowledge of Seller, nothing has occurred with respect to the operation of any such plan which could reasonably be expected to result in the revocation of such favorable determination.

(d) Each Employee Benefit Plan is and has been operated and administered in accordance with its terms in all material respects and all applicable Laws.

(e) Except as set forth in Section 5.16(e) of the Disclosure Schedule, no Employee Benefit Plan provides health, life insurance or other welfare benefits to retirees or other terminated employees of Seller, other than continuation coverage required by Section 4980B of the Code or Sections 601-608 of ERISA.

(f) There are no legal proceedings with respect to any Employee Benefit Plan pending, or to the Knowledge of Seller, threatened, that are reasonably expected to give rise to a material Liability. There is currently no audit or, to the Knowledge of Seller, investigation by any Governmental Authority or any claim (other than routine claims for benefits in the Ordinary Course) or legal proceeding against or involving any Employee Benefit Plan.

(g) Except as set forth in Section 5.16(g) of the Disclosure Schedule, no event has occurred and no condition exists with respect to any Employee Benefit Plan or any other employee benefit plan or arrangement currently or previously maintained or contributed to by Seller, any of its Affiliates, or any of their respective ERISA Affiliates, that could subject Purchaser, or any of its Affiliates or their respective officers, directors, employees or agents, directly or indirectly, to any Tax, penalty, fine or other Liability or that could result in the imposition of any Lien.

(h) All material contributions and premium payments required to have been paid under or with respect to any Employee Benefit Plan have been timely paid.

(i) (x) No Employee Benefit Plan is (i) subject to Section 430 of the Code or Title IV of ERISA or Section 412 of the Code, (ii) subject to Sections 4063 or 4064 of ERISA, or (iii) a Multiemployer Plan, and (y) Seller has no obligation to contribute, and otherwise has no Liability with respect to, any such plans previously maintained or contributed to by Seller.

#### 5.17 Labor.

(a) Section 5.17(a) of the Disclosure Schedule sets forth a true and complete list of each currently effective labor or collective bargaining agreement, works council or similar agreement to which Seller is a party or by which Seller or any of its respective properties or assets is bound or otherwise subject.

(b) There are no (i) strikes, work stoppages, work slowdowns or lockouts pending or, to the Knowledge of Seller, threatened against or involving Seller, or (ii) unfair labor practice charges, grievances or complaints pending or, to the Knowledge of Seller, threatened by or on behalf of any employee or group of employees of Seller.

(c) Section 5.17(c) of the Disclosure Schedule also contains a true and complete list of each Employee as of the date of this Agreement, including for each such Employee his or her (i) name, (ii) job title, (iii) status as a full-time, part-time or temporary employee, consultant, independent contractor or leased employee, (iv) base salary or wage rate, (v) 2015 bonus, (vi) date of hire, (vii) direct supervisor, and (viii) work location. Section 5.17(c) of the Disclosure Schedule also contains a true and complete list as of the date of this Agreement of each Employee who has not been attending work during the 30 day period preceding the date hereof on a basis that is consistent with such Employee's attendance at work during the 30 day period immediately prior to the filing of the Bankruptcy Case for any reason other than vacation and the reason for such absence. No individual who performs services for Seller is a leased employee or is domiciled outside of the United States.

(d) Seller has, in good faith, properly classified for all purposes (including for Tax purposes and for purposes of determining eligibility to participate in any Employee Benefit Plan) all Persons who have performed services for or on behalf of Seller or the Business and have properly withheld and paid all applicable Taxes and makes appropriate filings in connection with services provided by such Persons to Seller or the Business in accordance with such classifications.

5.18 Condition and Sufficiency of Assets.

(a) Except as set forth in Section 5.18 of the Disclosure Schedule, all of the Purchased Assets that are tangible assets of any kind or description are in good operating condition and repair, ordinary wear and tear excepted, and suitable in all material respects for their current and intended use.

(b) The Purchased Assets constitute all the assets, properties and rights owned, used or held for use in connection with the Business.

5.19 [Reserved].

5.20 No Other Representations or Warranties; Disclaimer. Except for the representations and warranties made by Seller in this Article 5 (as modified by the Disclosure Schedule) or Section 7.1(b), Seller has not made or shall be deemed to make or have made any other express or implied representation or warranty in this Agreement, and Purchaser expressly disclaims any such other representations or warranties. Without limiting the generality of the foregoing, notwithstanding anything to the contrary in this Agreement, Seller has not made and shall not be deemed to make or have made any representation or warranty to Purchaser with respect to (a) any estimates, projections, forecasts, plans, budgets, or similar materials or information relating to the future operating and financial performance of the Business heretofore or hereafter delivered or made available to Purchaser or any of its agents or representatives, or (b) except as expressly covered by a representation and warranty contained in this Article 5, any other information or documents (financial or otherwise) delivered or made available to Purchaser or any of its agents or representatives with respect to Seller, its Affiliates, the Business, the Purchased Assets or the Assumed Liabilities. Without limiting the generality of the immediately foregoing, except for the representations and warranties specifically contained in Article 5 or Section 7.1(b), Seller hereby expressly disclaims and negates any representation or warranty, express or implied, at common law, by statute, or otherwise, relating to the condition of the Purchased Assets; it being the intention of the Parties that the Purchased Assets are to be accepted by Purchaser in their present condition and state of repair. Notwithstanding the foregoing, in no event shall this Section 5.20 limit Purchaser's remedies in the event of fraud by Seller.

**ARTICLE 6**  
**REPRESENTATIONS AND WARRANTIES OF PURCHASER**

Purchaser hereby represents and warrants to Seller, as of the date of this Agreement, as follows:

6.1 Organization, Good Standing and Qualification. Purchaser is a corporation duly formed and organized, validly existing, and in good standing under the laws of Delaware. Purchaser has all necessary corporate power and authority to own its properties and to carry on its business as now conducted and as currently contemplated to be conducted.

6.2 Authority.

(a) Purchaser has all requisite corporate power and authority to enter into this Agreement and the other Transaction Documents to which it is or will be a party, to consummate the transactions contemplated hereby and thereby and the perform its obligations hereunder and thereunder.

(b) The execution and delivery of this Agreement and the other Transaction Documents to which Purchaser is or will be a party, the consummation by Purchaser of the transactions contemplated hereby and thereby and the performance by Purchaser of its obligations hereunder and thereunder have been duly and validly authorized by all necessary corporate action on the part of Purchaser, and no other corporate proceedings on the part of Purchaser or any holders of its equity is required to authorize this Agreement and the other Transaction Documents to which it is or will be a party or for Purchaser to consummate the transactions contemplated hereby or thereby.

(c) This Agreement has been and the other Transaction Documents to be executed and delivered by Purchaser at the Closing will, at the Closing, have been, duly executed and delivered by Purchaser and, assuming the due authorization, execution and delivery by Seller and the other parties thereto, constitute legal, valid and binding obligations of Purchaser, enforceable against it in accordance with their respective terms, subject to the effect of applicable bankruptcy, insolvency, moratorium, reorganization or other similar Laws affecting the rights of creditors.

(d) The execution and delivery by Purchaser of this Agreement and the other Transaction Documents to which Purchaser is or will be a party, the consummation by Purchaser of the transactions contemplated hereby and thereby and the performance by Purchaser of its obligations hereunder and thereunder does not and will not, (i) with such exceptions as, individually and in the aggregate, do not have and are not reasonably likely to have a material adverse effect on the ability of Purchaser to consummate the transactions contemplated by this Agreement, conflict with, result in any violation or breach of, constitute a default under, give rise to a right of termination, cancellation or acceleration of any obligation under, require any consent, notice, authorization, approval or waiver under, or result in any other adverse consequence under, any Contract to which Purchaser is a party, (ii) result in any violation or default under, or give rise to a right of termination, cancellation or acceleration of any obligation under, any Governmental Order applicable to Purchaser, (iii) conflict with or violate any provision of the certificate of incorporation or bylaws (or other similar organizational documents with different names) of Purchaser, (iv) subject to the entry by the Bankruptcy Court of the Sale Order, violate or breach the terms of or cause any default under any applicable Law, or (v) with the passage of time, the giving of notice or the taking of any action by another Person, have any of the effects described in clauses (i) through (iv) of this Section 6.2(d).

6.3 Consents. Subject to the necessary authorization from the Bankruptcy Court, no consent, waiver, approval, order, action or authorization of any other Person, or registration, declaration or filing with any Governmental Authority with jurisdiction over Purchaser, is required by, or with respect to, Purchaser in connection with the execution and delivery by Purchaser of this Agreement and the other Transaction Documents to which it is or will be a

party, the consummation by Purchaser of the transactions contemplated hereby and thereby or the performance by Purchaser of its obligations hereunder or thereunder.

6.4 Brokers or Finders. Purchaser has not dealt with any broker or finder in connection with the transactions contemplated by this Agreement. Purchaser has not incurred, and shall not incur, directly or indirectly, any Liability for any brokerage or finders' fees, agent's commissions or any similar charges in connection with this Agreement or any of the transactions contemplated hereby for which any Person other than Purchaser and its Affiliates are responsible.

6.5 Litigation. There is no Proceeding pending against Purchaser or any of its Affiliates that seeks to enjoin or prevent the consummation of the transactions contemplated hereby or, if determined adversely to Purchaser, would reasonably be expected to impair the ability of Purchaser to consummate the transactions contemplated hereby.

6.6 Sufficiency of Funds. Purchaser, at the Closing, will have sufficient cash on hand or other sources of immediately available funds to enable it to make payment of the Purchase Price and consummate the transactions contemplated by this Agreement.

6.7 Non-Reliance. Except for the representations and warranties made by Purchaser in this Article 6, Purchaser has not made or shall be deemed to make or have made any other express or implied representation or warranty in this Agreement, and Seller expressly disclaims any such other representations or warranties. Notwithstanding the forgoing, in no event shall this Section 6.7 limit Seller's remedies in the event of fraud by Purchaser.

## **ARTICLE 7**

### **COVENANTS AND AGREEMENTS**

7.1 Notice of Transaction as Required by Bankruptcy Court; Seller Not Party to Other Agreement.

(a) The Parties acknowledge that under the Bankruptcy Code the sale of Purchased Assets is subject to approval of the Bankruptcy Court. The Parties acknowledge that to obtain such approval Seller must demonstrate that it has taken reasonable steps to obtain the highest or best price possible for the Purchased Assets, including giving notice of the transactions contemplated by this Agreement to creditors and other interested parties as ordered by the Bankruptcy Court, providing information about the Purchased Assets to responsible bidders, entertaining higher or better offers from responsible bidders. On or prior to January 13, 2017, Seller shall file an amended motion with the Bankruptcy Court seeking approval of Purchaser as the stalking horse bidder and of the payment to Purchaser of the Termination Fee and the Expense Reimbursement pursuant to the terms of this Agreement.

(b) Seller represents that Seller is not a party to or bound by any agreement with respect to a possible merger, sale, restructuring, refinancing or other disposition of all or part of the equity interests of Seller, the Business or the Purchased Assets (other than any agreement relating to the Back-up Bid).

(c) Seller covenants to provide timely, proper and sufficient notice of the transactions contemplated by this Agreement to (i) the Office of the United States Trustee, the Creditors' Committee, and any other party requesting notice in the Bankruptcy Case, (ii) all creditors in the Bankruptcy Case (with such notice to be in a form reasonably acceptable to Purchaser), (iii) all known holders of Liens in or parties with an interest in any of the Purchased Assets, (iv) all parties to or with any interest in the Transferred Agreements or the assets or business relating thereto, (v) any and all parties required by the Bankruptcy Code, the Bankruptcy Rules, the Local Rules of Practice and Procedure of the Bankruptcy Court or the Bankruptcy Court and (vi) any and all other parties reasonably requested by Purchaser.

## 7.2 Interim Covenants.

(a) Except with the prior written consent of Purchaser, from and after the date of this Agreement through the consummation of the Closing, Seller shall operate the Business in the Ordinary Course. Without limiting the foregoing, from and after the date of this Agreement through the consummation of the Closing, Seller shall:

(i) maintain the Purchased Assets in a manner consistent with past practices, reasonable wear and tear excepted and maintain the types and levels of insurance currently in effect in respect of the Purchased Assets;

(ii) subject to approval of the Bankruptcy Court (if required), upon any damage, destruction or loss to any Purchased Asset, apply any insurance proceeds received with respect thereto to the prompt repair, replacement and restoration thereof to the condition of such Purchased Asset before such event or, if required, to such other (better) condition as may be required by applicable Law;

(iii) use commercially reasonable efforts consistent with past practice to: (A) preserve intact the Business; (B) keep available the services of all individuals who perform services for or on behalf of Seller (as an employee, consultant, independent contractor, leased employee, intern or otherwise); (C) preserve the goodwill of the suppliers, customers and others having business relationships with Seller; (D) not shorten or lengthen the customary payment cycles for any of their payables or receivables; and (E) continue in full force and effect without modification any existing policies or binders of insurance currently maintained by Seller;

(iv) promptly advise Purchaser in writing of the occurrence of any event that: (A) has resulted in or would reasonably be expected to result in any of the conditions to the consummation of the transactions contemplated by this Agreement not being satisfied (other than Seller's negotiation or entry into a Contract relating to an Alternative Transaction); (B) would require the consent of any Person for the consummation of the transactions contemplated by this Agreement; (C) there is any Proceeding pending or, to the Knowledge of Seller, threatened, that relates to the transactions contemplated by this Agreement; (D) any of the representations, warranties, covenants or agreements of Seller in this Agreement is or may be inaccurate or otherwise breached; or (E) has had, or would reasonably be expected to have, a Material Adverse Change;

(v) consult with Purchaser and its representatives upon Purchaser's reasonable request concerning the Stalking Horse Order and Sale Order, and the bankruptcy proceedings in connection therewith, provide Purchaser with copies of requested applications, pleadings, notices, proposed orders and other documents relating to such proceedings as soon as reasonably practicable (but in no event less than twelve (12) hours) prior to any submission thereof to the Bankruptcy Court, and incorporate into such filings all reasonable comments provided by Purchaser prior to the filing thereof; and

(vi) promptly take such actions, including, without limitation, furnishing affidavits or other documents for filing with the Bankruptcy Court and providing a witness to testify, as are reasonably necessary to satisfy the Sale Order Condition.

(b) From and after the date of this Agreement through the consummation of the Closing, except with respect to the negotiation or entry into a Contract relating to an Alternative Transaction or any action authorized by this Agreement, Seller shall not take any material action outside of the Ordinary Course without the prior written consent of Purchaser, including without limitation the following:

(i) enter into, terminate or amend or reject any of the Transferred Agreements, or cancel, modify or waive any claims held in respect of the Purchased Assets or waive any rights of value;

(ii) acquire any properties or assets that are related to the Business or sell, assign, license, transfer, convey, lease or otherwise dispose of any of the Purchased Assets or any interest in any of the Purchased Assets;

(iii) dispose of or fail to keep in effect any material rights in, to, or for the use of any of the Intellectual Property used in the Business, except for rights which expire or terminate in accordance with their terms;

(iv) subject any Purchased Assets to any Liens other than Liens that are approved by the Bankruptcy Court;

(v) (A) increase the annual level of compensation of any Employee, (B) grant any additional compensation to any Employee, (C) increase the coverage or benefits available under any Employee Benefit Plan or (D) enter into any employment, deferred compensation, severance or similar Contract (or amend any such Contract) to which a Seller is a party with an Employee, in each case, except for additional compensation or benefit arrangements that are approved by the Bankruptcy Court with respect to Seller's management level employees;

(vi) enter into, modify or terminate any labor or collective bargaining agreement;

(vii) change or modify the accounting policies, practices or procedures of the Business, except as required by GAAP or a change in Law;

(viii) change or modify any of the following: (i) billing and collection policies, procedures and practices with respect to Accounts Receivable or unbilled charges that relate to the Business; or (ii) policies, procedures and practices with respect to the provision of discounts, rebates or allowances that relate to the Business;

(ix) enter into any material transaction relating to the Business; or

(x) authorize any of the foregoing, or commit or agree to take actions, whether in writing or otherwise, to do any of the foregoing.

7.3 Further Assurances. Each Party covenants from and after the date of this Agreement and until the consummation of the Closing (and subject to the other terms and conditions of this Agreement):

(a) to cooperate with the other party and to take such actions as may be reasonably necessary, in each case, as promptly as possible in: (i) determining whether notices, declarations, registrations and filings are required to be made with or consents required to be obtained from any Governmental Authority in connection with the consummation of the transactions contemplated by this Agreement and the other Transaction Documents, and in making or causing to be made any such notices, declarations, registrations and filings promptly; (ii) obtaining, in a timely manner, any such consents; and (iii) furnishing the other party and to the other party's counsel all such information as may be reasonably required in order to effectuate the foregoing actions; and

(b) without limiting the specific obligations of any party under any covenant or agreement under this Agreement, to use commercially reasonable efforts to take all action and do all things necessary in order to promptly consummate the transactions contemplated hereby and by the other Transaction Documents, including satisfaction, but not waiver, of the conditions precedent set forth in Article 4; provided, however, that nothing in this Agreement shall require (i) Seller to limit its efforts to enter into a Contract relating to an Alternative Transaction, or (ii) Purchaser to incur any out-of-pocket expense or change any terms to any Contract to which Purchaser or any of its Affiliates is a party in order to obtain any consent or cause any condition precedent to be satisfied. Notwithstanding anything to the contrary contained in this Agreement, nothing in this Agreement will require or obligate Purchaser or any of its Affiliates to (and in no event shall any representation, warranty or covenant of Purchaser contained in this Agreement be breached or deemed breached as a result of the failure of Purchaser to take any of the following actions) (i) agree to or otherwise become subject to any limitations on (A) the right of Purchaser effectively to control or operate its business (including the Business) or assets (including the Purchased Assets), (B) the right of Purchaser to acquire the Purchased Assets, or (C) the right of Purchaser to exercise full rights of ownership of its business (including the Business) or assets (including the Acquired Assets), (ii) agree or be required to sell or otherwise dispose of, hold (through the establishment of a trust or otherwise), or divest itself of all or any portion of the business, assets or operations of Purchaser or any of its Affiliates or the Business or any of the Purchased Assets, or (iii) otherwise take any steps to avoid or eliminate any impediment that may be asserted under any Law governing competition, monopolies or restrictive trade practices.



7.4 Public Announcements. Except as may be required by the Bankruptcy Court, the Bankruptcy Code, the federal securities laws or any other applicable Law, prior to the Closing, neither of Purchaser nor Seller will issue any press release or make any other public announcement relating to the transactions contemplated by this Agreement without the prior consent of the other Parties. Except as may be required by the Bankruptcy Court, the Bankruptcy Code, the federal securities laws or any other applicable Law, following the Closing, (i) Seller shall not issue any public announcement regarding the transactions contemplated hereby without Purchaser's prior consent, and (ii) Purchaser shall have the right to make a public announcement regarding the transactions contemplated hereby. Any party wishing to issue any such press release or make any such other public announcement that references any of the other Parties other than to state that the acquisition has occurred or other information contained in a Final Order, will afford such other Parties a reasonable opportunity to review and comment on such press release or public announcement relating to the transactions contemplated by this Agreement.

7.5 Post-Closing Tax Covenants.

(a) To the extent relevant to the Business or the Purchased Assets, each Party shall (i) provide the other Parties with such assistance as may reasonably be required in connection with the preparation of any Tax Return and the conduct of any audit or other examination by any Governmental Authority or in connection with judicial or administrative proceedings relating to any Liability for Taxes arising out of or related to the Business or the Purchased Assets, (ii) retain until the expiration of the applicable statute of limitations (and any extensions thereof) and provide the other Parties with reasonable access to all records or other information that may be relevant to the preparation of any Tax Returns, or the conduct of any audit, examination or other proceeding by a Governmental Authority relating to Taxes arising out of or related to the Business or the Purchased Assets, and (iii) give the other Parties reasonable written notice prior to transferring, destroying or discarding any such records or other information, and if any other Party so requests, allow such Party to take possession of such records or other information at such Party's expense.

(b) Property Taxes with respect to the Purchased Assets (to the extent they constitute Tangible Assets) for a taxable period beginning on or before and ending after the Closing Date shall be prorated based on the number of days in such period that occur before the Closing Date, on the one hand, and the number of days in such period that occur after the Closing Date, on the other hand, the amount of such property Taxes allocable to the portion of the period ending on the Closing Date being the responsibility of Seller and the remainder being the responsibility of Purchaser. No later than five (5) days after receipt by Seller of a written statement from Purchaser so apportioning any such property Taxes in accordance with the prior sentence, Seller shall pay to Purchaser the portion of such property Taxes that are the responsibility of Seller.

(c) Purchaser and Seller agree to use the "Standard Procedure" provided in Section 4 of Revenue Procedure 2004-53 for employment Taxes with respect to any employees of Seller employed in the Business that become employees of Purchaser after the Closing.

(d) In the event of any audit or other proceeding with respect to the Taxes of Seller arising out of or related to the Business or the Purchased Assets, Seller may not compromise, settle or otherwise resolve any such audit or other proceeding in a manner that could have an adverse effect on Purchaser or any of its Affiliates, including by reference to Purchaser's future business operations and use of the Purchased Assets, without the prior written consent of Purchaser, such consent not to be unreasonably withheld, conditioned or delayed. Seller may not file any amended Tax Return or refund claim with respect to the Business or the Purchased Assets that could have an adverse effect on Purchaser or any of its Affiliates, including by reference to Purchaser's future business operations and use of the Purchased Assets, without the prior written consent of Purchaser, such consent not to be unreasonably withheld, conditioned or delayed.

7.6 Confidentiality. Subject to Section 7.4 above, each Party will not use, and maintain strict confidentiality with respect to, all of the other Parties' Confidential Information (as hereinafter defined) furnished by or on behalf of such other Parties in connection with this Agreement except to the extent required by Law or Governmental Order, provided, however, that following the Closing Date, all Confidential Information relating to the Purchased Assets and the Business shall be deemed to be Confidential Information of Purchaser. "Confidential Information" means any and all non-public, confidential or proprietary information that, with respect to Purchaser, is related to the Purchased Assets or the operations of Purchaser and its Affiliates, and with respect to Seller, is based upon, arising under or relating in any way to the Business, the Purchased Assets, or the operations of Seller and its Affiliates, other than information that (i) is, at the time of disclosure to the receiving party, already in the receiving party's possession; (ii) is or becomes available to the public other than as a result of a breach of this Agreement by the receiving party or its representatives; (iii) becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party or their representatives, provided that such source is not known by receiving party to be bound by a confidentiality agreement or other legal or fiduciary obligation of secrecy to the disclosing party; or (iv) is independently developed by the receiving party.

7.7 Intellectual Property; Domain Names. Following the Closing, Seller shall, at Purchaser's sole cost and expense, take all actions reasonably requested by Purchaser, and shall execute any documents as may be reasonably requested by Purchaser, from time to time to fully vest or perfect in Purchaser all right, title and interest in and to all of the Owned Intellectual Property. Such actions shall include, without limitation, execution of the assignments in form and substance reasonably acceptable to Purchaser, which shall be suitable for recording with the applicable Governmental Authority in the applicable jurisdictions throughout the world in which the Owned Intellectual Property is issued, granted or registered or for which an application has been filed and providing documents and information in the possession or control of Seller that are reasonably necessary for Purchaser or any of its Affiliates, designees or agents to prosecute or maintain any registration or application for any of the Owned Intellectual Property, or pursue or defend any administrative, court or other legal proceeding involving any of the Intellectual Property included in the Purchased Assets, including taking such actions as are reasonably necessary pursuant to the procedures of the applicable registrar(s) to transfer the Domain Names to Purchaser (*e.g.*, providing access, forwarding "authorization codes").

7.8 Brokers. Seller shall be responsible for all amounts due to Sherwood.

7.9 Employee Matters. Notwithstanding any non-solicitation provision contained in the Non-Disclosure Agreement dated as of October 28, 2016 entered into by and between Purchaser, Seller and Scout Media Holdings, Inc., Purchaser and its Affiliates shall have the right, but not the obligation, to offer employment to any or all of the Employees. Purchaser may offer employment to such employees on such terms and conditions as may be acceptable to Purchaser in its sole discretion and need not bear any relationship to terms and provisions applicable to their employment by Seller or its Affiliates. In the event Seller hires any individual as an employee after the date of this Agreement and prior to the Closing Date, it shall give Purchaser written notice thereof no less than five (5) Business Days prior to the Closing Date. Purchaser may, at its option, offer employment to such individual on such terms and conditions as it may determine. Each employee to whom Purchaser or one of its Affiliates has made an offer of employment or offer of another type of services relationship and who has accepted such offer and commences employment or other services relationship with Purchaser or its Affiliates on or following the Closing Date (including, for the avoidance of doubt, deemed acceptance by continuing to report to work following the Closing Date) is hereinafter referred to as a "Transferred Employee." Seller shall deliver to Purchaser on the Closing Date all personnel files and employment records relating to the Transferred Employees (including completed I-9 forms and attachments with respect to all Transferred Employees, except for such Employees as Seller certifies in writing are exempt from such requirement). Purchaser acknowledges that Seller or its Affiliates may, in their sole discretion, issue notices required under the WARN Act. Purchaser agrees and acknowledges that any such notices and that the matters or consequences arising from the issuance or failure to issue such notices shall not constitute a Material Adverse Change. Nothing contained in this Section 7.9 or elsewhere in this Agreement shall be construed to prevent the termination of employment of any individual Transferred Employee by Purchaser or any change in the particular benefits made available to any individual Transferred Employee by Purchaser.

7.10 Assumption Effective Date. The Parties agree that all Transferred Contracts that are assigned to, and assumed by, Purchaser will be deemed to have been assigned to, and assumed by, Purchaser on the date that is the later of (a) the Closing Date, or (b) (i) the date following the expiration of the deadline for objection to assumption and assignment of the Contract or to a proposed cure amount, if no such objection is submitted or (i) the third (3rd) Business Day following the date of resolution of any such objection.

## **ARTICLE 8**

### **TERMINATION; TERMINATION PAYMENT**

8.1 Termination. This Agreement may be terminated prior to the Closing as follows:

- (a) by written agreement of each of Purchaser and Seller;
- (b) by either of Purchaser or Seller if any Governmental Authority shall have issued a Governmental Order or taken any other action, in each case permanently restraining, enjoining or otherwise prohibiting the consummation of any of the transactions contemplated hereby;

(c) by either of Purchaser or Seller (*provided* that the terminating Party is not then in material breach of any representation, warranty, covenant or other agreement contained herein), if there shall have been a material breach or misrepresentation of any of the representations or warranties or a material breach of or failure to perform in any material respect any of the covenants or obligations set forth in this Agreement on the part of Seller, on the one hand, or Purchaser, on the other hand, which breach, misrepresentation or failure would give rise to the failure of the conditions set forth in Section 4.1(a) or Section 4.2(a), as the case may be, and such breach, misrepresentation or failure cannot be cured prior to the Termination Date, unless such breach, misrepresentation or failure, by its nature, cannot be cured prior to the Closing;

(d) by either of Purchaser or Seller (*provided* that the terminating party is not then in material breach of any representation, warranty, covenant or other agreement contained herein) if satisfaction of a material condition set forth in Section 4.1 or Section 4.2, as the case may be, for the benefit of the terminating party cannot be fulfilled or satisfied prior to the Termination Date and has not been waived by the terminating party, provided that the terminating party shall not be responsible for the failure of such condition to be satisfied;

(e) by either Purchaser or Seller if Seller (i) consummates an Alternative Transaction (other than with Purchaser), (ii) files a motion seeking approval of chapter 11 plan that contemplates the sale or retention of the Purchased Assets in a manner substantially inconsistent with the terms of this Agreement or (iii) Seller executes and delivers an agreement or understanding of any kind with respect to an Alternative Transaction with any party other than Purchaser (other than an agreement pertaining to the Back-up Bid) and the Purchaser is no longer obligated to be the Back-up Bidder;

(f) by either of Purchaser or Seller if the Bankruptcy Court enters an order approving any Alternative Transaction and the Purchaser is no longer obligated to be the Back-up Bidder;

(g) by Purchaser or Seller on any day on or after the date that is ten (10) Business Days after the Bankruptcy Court's entry of the Sale Order (the "Termination Date") if the Closing shall not have been consummated by such date (or by such later date as may be mutually agreed to by Purchaser and Seller in writing) (*provided* that the terminating party is not then in material breach of any representation, warranty, covenant or other agreement contained herein); or

(h) without limitation of any obligation of Purchaser to be the Back-up Bidder, by Purchaser after April 1, 2017 if the Closing shall not have been consummated by such date (or by such later date as may be agreed by Purchaser in writing) (*provided* that Purchaser is not then in material breach of any representation, warranty, covenant or other agreement contained herein).

## 8.2 Effect of Termination or Breach.

(a) Except as otherwise provided herein, in the event of termination of this Agreement, this Agreement (other than the terms and provisions set forth in Section 3.9, this

Section 8.2 and Article 9, which shall survive such termination) shall become null and void and be deemed of no force and effect, with no liability on the part of any party hereto (or of any of its directors, officers, employees, consultants, contractors, agents, legal and financial advisors or other representatives), and no party hereto shall have any obligations to any other party hereto arising out of this Agreement; provided, however, that no termination of this Agreement shall relieve or release any party from any Liabilities or damages resulting from any willful breach of this Agreement.

(b) Notwithstanding Section 8.2(a), from and after the entry of the Stalking Horse Order, if this Agreement is terminated by a Party pursuant to Sections 8.1(e) or (f) then Seller shall be liable to Purchaser for the Termination Fee and Expense Reimbursement and shall pay such amount to Purchaser on the (i) date of consummation of an Alternative Transaction if this Agreement is terminated by a Party pursuant to Sections 8.1(e)(i), (iii), or (f) or (ii) date required by section 1129(a)(9)(A) of the Bankruptcy Code if this Agreement is terminated by a Party pursuant to Section 8.1(e)(ii); provided however, that the Expense Reimbursement invoices shall be subject to the review of the Sellers, the United States Trustee, and the Creditors' Committee as set forth in the Stalking Horse Order. The Termination Fee and Expense Reimbursement shall be treated as an administrative expense of Seller's bankruptcy estate under sections 503(b) or 507(b) of the Bankruptcy Code with priority over all other administrative expenses in the Bankruptcy Case, including any administrative expense claims that may have priority over certain other administrative expenses. The Termination Fee and Expense Reimbursement shall be in consideration of the substantial commitment of time and resources by Purchaser, including but not limited to, the preparation, negotiation, execution, and performance of this Agreement. Purchaser's right to receive the Termination Fee and Expense Reimbursement pursuant to Section 8.2(b) hereto shall constitute the sole and exclusive remedy (whether at law, in equity, in contract, in tort or otherwise) of Purchaser against Seller and its Affiliates for any damages suffered as a result of the failure of the Closing to be consummated upon a termination of this Agreement pursuant to Sections 8.1(e) or (f).

(c) Seller acknowledges that the agreements contained in Section 8.2(b) are an integral part of the transactions contemplated hereby and that, without these agreements, Purchaser would not enter into this Agreement. Accordingly, if Seller fail to pay the amount payable under Section 8.2(b), then Seller shall also pay to Purchaser all costs and expenses (including reasonable attorneys' fees and expenses) incurred by Purchaser and its Affiliates in connection with the collection of such overdue amounts and the enforcement by Purchaser of its rights under Section 8.2(b). Such costs and expenses shall be treated as an administrative expense of Seller's bankruptcy estate under sections 503(b) or 507(b) of the Bankruptcy Code with priority over all other administrative expenses in the Bankruptcy Case, including any administrative expense claims that may have priority over certain other administrative expenses.

## **ARTICLE 9** **GENERAL**

9.1 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to confer upon or give to any Person other than the parties hereto and their successors and permitted assigns any rights or remedies under or by reason of this Agreement.

9.2 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service (or, if given after the normal business hours of the recipient, on the next Business Day) if served personally or by commercial messenger or courier service on the party to whom notice is to be given; on the date of transmission (with hard copy confirmation to follow) (or, if given after the normal business hours of the recipient, on the next Business Day) if sent by electronic mail or facsimile; or on the third day after mailing if mailed to the party to whom notice is to be given, by first-class mail registered or certified, postage prepaid, and properly addressed as follows:

If Purchaser, to:

CBS 247 Inc.  
235 Second Street,  
San Francisco, CA 94105  
Attn: General Counsel  
Telephone: (415) 344-1528  
E-mail: eric.schuldt@cbsinteractive.com

with a copies to:

Hughes Hubbard & Reed LLP  
One Battery Park Plaza  
New York, NY 10004  
Attn: Chuck Samuelson, Esq.  
Katie Coleman, Esq.  
Telephone: (212) 837-6454  
E-mail: chuck.samuelson@hugheshubbard.com, katie.coleman@hugheshubbard.com

If to Seller, to:

Scout Media, Inc.  
122 West 26<sup>th</sup> Street, Fifth Floor  
New York, NY 10036  
Attn: James Carroll  
Telephone: (617) 899-9007  
E-mail: jim.carroll@carrollservicesllc.com

with copies to:

Womble Carlyle Sandridge & Rice, LLP  
8065 Leesburg Pike, 4th Floor  
Tysons Corner, VA 22182-2738  
Attn: Jeffrey A. D. Cohen, Esq.  
Rajan Singh, Esq.  
Telecopy: (703) 918-2260  
Telephone: (703) 394-2238  
Attn: Matthew Ward, Esq.

Telecopy: (302) 661-7711  
Telephone: (302) 252-4338

A party may change the address to which notices hereunder are to be sent to it by giving notice to the other parties to this Agreement of such change of address in the manner provided above.

9.3 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, permitted assigns, heirs, executors and personal representatives (including any liquidating trustee, responsible Person or similar representative for Seller or Seller's estate appointed in connection with the Bankruptcy Case).

9.4 Entire Agreement; Modification; Waiver. This Agreement and the schedules and exhibits attached to this Agreement (which are hereby incorporated herein by this reference), set forth the entire agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous written and oral negotiations, discussions, understandings and agreements pertaining to such subject matter. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by all of the Parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, any waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

9.5 Dispute Resolution; Bankruptcy Court Jurisdiction.

(a) The Parties agree that the Bankruptcy Court shall retain jurisdiction to resolve any controversy or claim arising out of or relating to this Agreement, or the breach hereof.

(b) In the event the Bankruptcy Court reserves jurisdiction to consider disputes arising under this Agreement post-confirmation, then all such disputes shall be brought before the Bankruptcy Court. The Parties shall jointly request that the Bankruptcy Court reserve such jurisdiction.

(c) In the event the Bankruptcy Court does not reserve such jurisdiction, then, subject to the right of each party to seek specific performance, injunctive relief and/or other non-monetary relief in any court, any controversy, dispute or claim arising between Seller and Purchaser with respect to this Agreement or the subject matter covered hereby may be submitted to any of the state or federal courts located in the State of Delaware. The Parties hereby consent and submit to the jurisdiction of the state and federal courts of the State of Delaware for any such controversy, dispute or claim.

9.6 Expenses. Except as set forth in Section 8.2(b) of this Agreement, whether or not the transactions contemplated hereby are consummated, each of the Parties shall pay all costs and expenses incurred or to be incurred by it in negotiating and preparing this Agreement and all other Transaction Documents and in closing and carrying out the transactions contemplated by this Agreement and such other Transaction Documents.

9.7 Construction. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to the conflict of laws principles thereof.

9.8 Assignment. No Party may assign this Agreement or any of its rights, interests or obligations hereunder without the prior written consent of the other Party.

9.9 Specific Performance. The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity without the necessity of proving the inadequacy of monetary damages as a remedy or the posting of any bond.

9.10 Survival of Representations and Warranties. The Parties hereto agree that, other than for fraud or intentional misrepresentation and notwithstanding any investigation conducted by any Party or any knowledge that a Party may have or receive, the representations and warranties of the Parties in this Agreement shall terminate and expire on the earlier to occur of (a) the one year anniversary of the Closing Date and (b) the Case Closing Date. The covenants contained in this Agreement to be performed prior to the Closing shall expire at the Closing. The covenants contained in this Agreement to be performed at or after the Closing shall survive in accordance with the terms of the particular covenant, until fully performed or, if earlier, upon the Case Closing Date.

9.11 Non-Recourse. Except as expressly contemplated by this Agreement, no past, present or future director, officer, employee, advisor, lawyer, agent, representative, incorporator, member, partner or equityholder of Seller or Purchaser shall have any liability for (a) any obligations or liabilities of Seller or Purchaser (as applicable) under this Agreement or the certificate of incorporation and by-laws (or similar organizational documents with different names) of Seller or Purchaser (as applicable), or (b) any claim based on, in respect of, or by reason of, the transactions contemplated hereby or thereby.

9.12 Disclosure Schedules. The Disclosure Schedules that correspond to Sections 5 and 6 of this Agreement are a material part of this Agreement as if fully set forth in this Agreement and are intended only to qualify and limit the representations, warranties and covenants of the Parties contained in Sections 5 and 6, and will not be deemed to expand in any way the scope or effect of any of such representations, warranties or covenants. The Parties hereby acknowledge and agree that: (a) certain agreements and other matters may be listed in the Disclosure Schedules for informational purposes only, as they do not rise above applicable materiality thresholds, they are not outside of the Ordinary Course or their disclosure is not otherwise required under the terms of this Agreement (items that are not required to be disclosed but are disclosed, the “Informational Disclosures”); (b) in no event will the Informational Disclosures be deemed or interpreted to broaden or otherwise amplify or influence the construction or interpretation of any of the representations and warranties; (c) disclosures made for the purpose of any Section of the Disclosure Schedules will be deemed made for the purpose of all Sections of the Disclosure Schedules so long as cross-references are made or the applicability to the other section(s) is reasonably apparent on the face of such disclosure; (d) headings in the Disclosure Schedules have been inserted for reference only and will not be



deemed to modify or influence the interpretation of the information contained in the Disclosure Schedules or this Agreement; (e) no disclosure in the Disclosure Schedules relating to any possible breach or violation of any agreement or Law shall be construed as an admission or indication that any such breach or violations exists or has actually occurred; (f) the inclusion of any matter, information or item in the Disclosure Schedules will not be deemed to constitute an admission of any liability by any Person to any third party; and (g) summaries of or references to any written document in the Disclosure Schedules do not purport to be complete and are qualified in their entirety by the written documents themselves.

9.13 Relationship. The relationship of the parties to this Agreement is determined solely by the provisions of this Agreement. This Agreement does not create any agency, partnership, joint venture or trust.

9.14 Counterparts. This Agreement may be executed in counterparts (and by facsimile signatures), each of which shall be deemed an original but all of which shall constitute one and the same agreement.

9.15 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.


9.16 Severability. If any provision of this Agreement is held to be invalid or unenforceable at Law, that provision will be reformed as a valid provision to reflect as closely as possible the original provision giving maximum effect to the intent of the parties, or if that cannot be done, will be severed from this Agreement without affecting the validity or enforceability of the remaining provisions.

9.17 Business Days. If any date provided for in this Agreement shall fall on a day that is not a Business Day, the date provided for shall be deemed to refer to the next Business Day.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Asset Purchase Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SCOUT MEDIA, INC.

By:   
Name: Craig Amazeen - President  
Title: ~~Chief Executive Officer~~

CBS 247 INC.

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

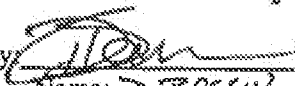
[Signature Page to Asset Purchase Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Asset Purchase Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SCOUT MEDIA, INC.

By: \_\_\_\_\_  
Name:  
Title: Chief Executive Officer

CBS 247 INC.

By:  \_\_\_\_\_  
Name: D BASSID  
Title: EVP

[Signature Page to Asset Purchase Agreement]

EXHIBIT A

Form of Sale Order

[Attached]

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

\_\_\_\_\_) )  
In re ) Chapter 11  
) )  
SCOUT MEDIA, INC., et al.,<sup>1</sup> ) Case No. 16-13369-MEW  
) )  
Debtors. ) Jointly Administered  
) )  
\_\_\_\_\_)

**ORDER APPROVING SALE OF SCOUT MEDIA, INC.'S  
ASSETS & ASSUMPTION & ASSIGNMENT OF EXECUTORY CONTRACTS &  
UNEXPIRED LEASES UNDER 11 U.S.C. §§ 363 & 365**

Upon consideration of the Motion of Scout Media, Inc. and certain of its affiliated Debtors (Docket No. 20) (the “Motion”),<sup>2</sup> the Declarations of Andrew De Camara, Craig Amazeen, David Johnson and Eric Schuldt (Docket Nos. 20, 22, 65, & 219) (collectively, the “Declarations”), the Court’s Orders entered on December 20, 2016 (the “Bidding Procedures Order”) and January 26, 2017 (the “Amended Bidding Procedures Order,” and together with the Bidding Procedures Order, the “Bidding Procedures”) (Docket Nos. 74 & 186), the Sale Transaction represented by the Asset Purchase Agreement (the “APA”) by and between Scout Media, Inc. (“SMI”) and CBS 247 Inc. (the “Purchaser”), and upon the record of the February 1, 2017 Sale Hearing and the Bidding Procedures hearing, all of which are incorporated herein by reference;

IT IS HEREBY FOUND AND DETERMINED THAT:<sup>3</sup>

<sup>1</sup> The “Debtors” in these chapter 11 cases (the “Cases”), along with the last four digits of each Debtor’s federal taxpayer-identification number are: Scout Media Holdings, Inc. (1936), Scout Media, Inc. (1438), FTFS Acquisition, LLC (7230), and Scout.com, LLC (3269). The location of the Debtors’ headquarters and the Debtors’ service address is 122 West 26th Street, Fifth Floor, New York, NY 10036.

<sup>2</sup> Capitalized terms not defined herein have the meaning assigned to them in the Motion.

<sup>3</sup> The findings of fact and the conclusions of law stated herein shall constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any finding of fact shall be determined to be a conclusion of law, it shall be so deemed, and to the extent any conclusion of law shall be determined to be a finding of fact, it shall be so deemed.

A. Jurisdiction & Venue: This Court has jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1134. Approval of SMI's entry into the APA, and the transaction contemplated thereby (the "Sale Transaction"), is a core proceeding under 28 U.S.C. §§ 157(b)(2). Venue of these Cases in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409(a).

B. Notice: Proper, timely, and sufficient notice of the Motion, Bidding Procedures, Sale Transaction, proposed assumption and assignment of the Transferred Agreements through the cure notices [Docket Nos. 88, 97, 112, 113, & 114] (collectively, the "Cure Notices"), and Sale Hearing has been provided under Bankruptcy Code sections 102(1), 105(a), and 363, 365, Bankruptcy Rules 2002, 4001, and 6004, the Local Bankruptcy Rules and Bidding Procedures Order, including without limitation to the Notice Parties and by publication as set forth in the Notice filed on January 3, 2017 (Docket No. 94). No further notice is required.

C. Marketing & Sale Process: The Debtors and their advisors thoroughly marketed and offered all parties in interest and prospective purchasers a reasonable and fair opportunity to bid for the Purchased Assets (as defined in the APA) (the "Assets"), and conducted the marketing and sale process in good faith. The Bidding Procedures were fair to all parties and all Prospective Bidders. In accordance with the Bidding Procedures, SMI determined in a valid and sound exercise of its business judgment, and in consultation with the Consultation Parties (as defined in the Bidding Procedures Order), including the Official Committee of Unsecured Creditors (the "Committee"), that the highest or otherwise best Qualified Bid for the Assets was that of the Purchaser.

D. Sale Transaction Agreement: In accordance with the Bidding Procedures, Purchaser was determined to be a Qualified Bidder, and the APA was determined to be a

Qualified Bid. A true and correct copy of the APA is attached hereto as Exhibit A. Entry of an order approving SMI's entry into and performance under the APA is a condition to Purchaser's consummation of the Sale Transaction.

E. A reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to all interested persons and entities. Service of notice was good sufficient, and appropriate, and no further notice need be given.

F. Business Judgment: SMI's decision to enter into and perform under the APA constitutes a reasonable exercise of SMI's sound business judgment consistent with its fiduciary duty and is in the best interests of SMI, its estates, their creditors, and all other parties in interest.

G. Sale Free and Clear: Except with respect to Assumed Liabilities (as defined in the APA), a sale of the Assets other than one free and clear of all interests, to the fullest extent permitted by section 363(f) of the Bankruptcy Code (the "Encumbrances"), and without the protections of this Sale Order would hinder SMI's ability to obtain the consideration provided for in the APA and, thus, would impact materially and adversely the value that SMI's estate would be able to obtain for the sale of such Assets. In addition, except with respect to the Assumed Liabilities, the standards set forth in Bankruptcy Code section 363(f)(1)-(5) has been satisfied. Except with respect to Assumed Liabilities, those holders of Encumbrances who did not object, or who withdrew their objections to the Motion are deemed to have consented pursuant to Bankruptcy Code section 363(f)(2). All holders of Encumbrances are adequately protected—thus satisfying Bankruptcy Code section 363(e) — by having their Encumbrances, if any, attach to the proceeds of the Sale Transaction, in the same order of priority and with the same validity, force, and effect that such Encumbrances had before the Sale Transaction, subject

to any rights, claim, and defenses of SMI and its estate, as applicable, or as otherwise provided herein. Thus, approval of the APA and the consummation of the Sale Transaction free and clear of Encumbrances (other than with respect to Assumed Liabilities) is appropriate pursuant to Bankruptcy Code section 363(f).

H. Arm's-length Sale: The consideration to be paid by the Purchaser under the APA was negotiated at arm's-length and constitutes reasonably equivalent value and fair and adequate consideration for the Assets under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, the Uniform Voidable Transactions Act, and the laws of the United States, any state, territory, possession thereof, or the District of Columbia. The terms and conditions set forth in the APA are fair and reasonable under these circumstances, and were not entered into for the purpose of, nor do they have the effect of, hindering, delaying, or defrauding the Debtors or their creditors under any applicable laws. SMI and the Purchaser are not entering into the APA or proposing to consummate the Sale Transaction fraudulently, for the purpose of statutory or common law fraudulent conveyance or fraudulent transfer claims, whether under the Bankruptcy Code or other applicable law similar to the foregoing.

I. Good Faith: The Sale Transaction was negotiated and entered into based upon arm's length bargaining and in good faith as that term is used in Bankruptcy Code sections 363(m) and 364(e), without collusion or fraud. Purchaser thus has not violated Bankruptcy Code section 363(n).

J. Insider Status: The Purchaser is not SMI's "insider" as that term is defined in Bankruptcy Code section 101(31). No common identity of directors or controlling stockholders exists between the Purchaser and SMI.



K. The consummation of the Sale Transaction is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, Bankruptcy Code sections 105(a), 363(b), 363(f), 363(m), 363(n), 365(a), 365(b)(1), 365(e)(1), and 365(f)(2).

L. The Assets constitute property of SMI's estate and title thereto is presently vested in SMI's estate within the meaning of Bankruptcy Code section 541(a). The sale of the Assets to the Purchaser will be, as of the Closing Date or such later date as such Assets are transferred under the APA, a legal, valid, and effective transfer of such Assets, and each transfer and assignment vests or will vest the Purchaser with all right, title, and interest of SMI to the Assets free and clear of all Encumbrances (other than with respect to Assumed Liabilities).

M. Assumption and Assignment of the Transferred Agreements: The assumption and assignment of the executory contracts and unexpired leases of SMI that will be assumed and assigned in connection with the Sale Transaction (as such contracts and leases may be amended, supplemented, or otherwise modified prior to assumption and assignment without further order of this Court with the consent of SMI, the Counterparty, and the Purchaser) (the "Transferred Agreements") is integral to the APA. SMI has met all requirements of Bankruptcy Code Section 365(b) for each of the Transferred Agreements. Purchaser has demonstrated adequate assurance of its future performance under the relevant Transferred Agreements within the meaning of Bankruptcy Code Sections 365(b)(1)(C) and 365(f)(2)(B).

N. No Successor Liability: No sale, transfer, or other disposition of the Assets pursuant to the APA or entry into the APA will subject the Purchaser to any liability for claims, obligations, or Encumbrances asserted against SMI or SMI's interests in such Assets by reason of such transfer under any laws, including, without limitation, any bulk-transfer laws or

any theory of successor or transferee liability, antitrust, environmental, product line, de facto merger, or substantial continuity or similar theories. By virtue of the consummation of the Sale Transaction contemplated by the APA, (i) the Purchaser is not a continuation of SMI and its estate, there is no continuity or continuity of enterprise between Purchaser and SMI, there is no common identity between SMI and the Purchaser, (ii) the Purchaser is not holding itself out to the public as a continuation of SMI or its estate, and (iii) the Sale Transaction does not amount to a consolidation, merger or de facto merger of Purchaser and SMI and/or SMI's estate. Thus, the Purchaser is not and shall not be deemed successors to SMI or its estate as a result of the consummation of the Sale Transaction contemplated by the APA. Purchaser and its affiliates, successors and assigns are not "successor employers" of SMI's employees as defined by 26 C.F.R. § 54.4980B-9, as a result of Purchaser's acquisition of the Assets.

O. Nothing in the APA creates any third party beneficiary rights in any entity not a party to the APA.

**NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**<sup>4</sup>

**A. Motion Granted, Objections Overruled**

1. The relief requested in the Motion is granted to the extent set forth herein. Any remaining objections or reservations of rights regarding the Motion or the relief requested therein that have not been withdrawn, waived, or settled are overruled with prejudice and denied.<sup>5</sup> All parties and entities that failed to timely object thereto are deemed to consent to the

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<sup>4</sup> Where appropriate herein, findings of fact shall be deemed conclusions of law and conclusions of law shall be deemed findings of fact.

<sup>5</sup> For the avoidance of doubt, the Network Affiliate and License Agreement by and between Scout Media, Inc. and Full Time Fantasy Sports, LLC, dated September 1, 2016, is not assumed and assigned to the Purchaser by this Order. For the avoidance of doubt, the Marketing and Promotion Agreement by and between MLB Advanced Media, L.P. ("MLBAM") and North American Membership Group ("NAMG"), dated April 28, 2010 (as amended), and the License Agreement by and between Major League Baseball Properties, Inc. ("MLBP" and together with

relief sought therein.

**B. The APA Is Approved and Authorized**

2. The APA is approved pursuant to Bankruptcy Code sections 105(a), 363, and 365, and Bankruptcy Rules 2002, 4001, 6004, 6006, and 9014. SMI is hereby authorized and directed to perform under the APA (and each of the transactions contemplated therein is hereby approved in its entirety and is incorporated herein by reference). The failure to include specifically any particular provision of the APA in this Sale Order shall not diminish or impair the effectiveness of such provisions, it being the intent of this Court that the APA and all of its provisions, payments, and transactions, be authorized and approved in their entirety. All provisions of this Sale Order are nonseverable and mutually dependent.

3. Subject to the provisions of this Sale Order, SMI and the Purchaser are hereby authorized, pursuant to Bankruptcy Code sections 105(a) 363(b)(1) and 365(b)(1) and 365(f)(2), to consummate the Sale Transaction in accordance with the APA, and to assume and assign to Purchaser any and all Transferred Agreements as and when provided in the APA.

4. Pursuant to Bankruptcy Code section 363(b), SMI, the Purchaser, and each of their respective officers, employees, and agents are hereby authorized and directed to

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MLBAM, "MLB") and NAMG (as amended), are not assumed and assigned to the Purchaser by this Order. The following Domain Names shall be transferred to Purchaser on an "as is, where is" basis pursuant to the terms of this Order and the APA: MLBINSIDERS.COM; MLBINSIDERSCLUB.COM; MLBNETWORKINSIDERSCLUB.COM; SCOUTMLB.COM; SCOUTMLBNETWORK.COM; MYMLBINSIDERSCLUBRENEWAL.COM; RENEWMYMLBICACCOUNT.COM; and RENEWMYMLBINSIDERSCLUB.COM (the "MLB Domain Names"). Purchaser shall have no obligations to MLB or any other person with respect to claims or Encumbrances relating to the MLB Domain Names to the extent such claims or Encumbrances arose prior to the closing of the transactions contemplated by the APA and relate to any period prior to the closing of the transactions contemplated by the APA; provided, however, that as is more particularly described on the record at the February 1, 2017 hearing on the Motion, such transfer of the MLB Domain Names or any other assets to Purchaser shall be without prejudice to all of MLB's rights, remedies, and claims against the Debtors with respect to the MLB Intellectual Property rights (described in the Limited Objection [Docket No. 209] including, but not limited to, the rights of MLB to assert that the MLB Domain Names were not legally registered or acquired by the Debtors and not legally transferrable to Purchaser or, following the closing of the transactions contemplated by the APA, that the usage of such MLB Domain Names or the MLB Intellectual Property rights by Purchaser constitutes trademark infringement or violates any cyber-squatting statutes or other applicable law, and the rights of Purchaser to defend any such claims by MLB.

execute such documents and to do such acts as are necessary or desirable to carry out the Sale Transactions and effectuate the APA and each of the transactions and related actions contemplated or set forth therein.

5. SMI is hereby authorized and directed to instruct Sherwood Partners, Inc. to (i) hold the Deposit Amount in accordance with the APA and (ii) release and deliver the Deposit Amount pursuant to the terms of the APA.

**C. Sale and Transfer Free and Clear of Encumbrances**

6. Upon Closing, all of SMI's legal, equitable and beneficial right, title, and interest in and to, and possession of, the Assets shall be immediately vested in the Purchaser pursuant to Bankruptcy Code sections 105(a), 363(b), 363(f), and 365 free and clear of all Encumbrances (other than with respect to Assumed Liabilities) to the fullest extent permissible pursuant to section 363(f) of the Bankruptcy Code, with all Encumbrances to attach to the proceeds of the Sale Transaction, in the order of their priority, with the same validity, force, and effect that they now have against the Assets (subject with respect to such proceeds to any rights, claims, and defenses SMI or any parties in interest may possess with respect thereto). Such transfer shall constitute a legal, valid, binding, and effective transfer of such Assets and shall vest Purchaser with good and marketable title to the Assets, free and clear of all Encumbrances whatsoever other than Assumed Liabilities.

7. The holders of claims related solely to the Assumed Liabilities shall have the right to seek payment directly from the Purchaser on account of the Assumed Liabilities; provided, however, that the Purchaser reserves any and all rights, defenses, or objections with regard to such Assumed Liabilities, including the Purchaser's rights hereunder and under the APA.

**D. Order Binding**

8. This Sale Order shall be binding upon and shall govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to the Assets. The Purchaser is hereby authorized to file, register, or otherwise record a certified copy of this Sale Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the sale free and clear of all Encumbrances (other than with respect to the Assumed Liabilities) against the Purchaser and the applicable Assets. This Sale Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, or local government agency, department, or office.

9. This Sale Order and the terms and provisions of the APA shall be binding on all of SMI's creditors (whether known or unknown), SMI, the Purchaser, and their respective affiliates, successors, and assigns, including any trustee or other fiduciary hereafter appointed as a legal representative of SMI under chapter 7 or chapter 11 of the Bankruptcy Code, and any affected third parties including, but not limited to, all persons asserting an interest in the Assets. The provisions of this Sale Order and the APA, and any actions taken pursuant hereto or thereto shall survive the entry of any order which may be entered confirming or consummating any plan of SMI or converting SMI's case to chapter 7.

10. Except with respect to the Assumed Liabilities, all persons and entities (and their respective successors and assigns) holding Encumbrances arising under or out of, in

connection with, or in any way relating to, the Debtors, the Excluded Assets, the Assets, the ownership, sale, or operation of the Assets and the business prior to the Closing or the transfer of Assets to Purchaser, are hereby forever barred, estopped, and permanently enjoined from asserting any Encumbrances against the Purchaser, the Purchaser's property (including, without limitation, the Assets), and the Purchaser's successors, assigns, affiliates and representatives. Following the Closing, no holder of any Encumbrance (except with respect to Assumed Liabilities) shall interfere with Purchaser's title to or use and enjoyment of the Assets based on or related to any such Encumbrance, or based on any action the Debtors may take in the Cases. The counterparties to the Transferred Agreements are forever bound by the applicable Cure Amounts and, upon payment of such Cure Amounts as provided for herein, are hereby enjoined from taking any action against the Purchaser, the Purchaser's property (including, without limitation, the Assets), and the Purchaser's successors, assigns, affiliates and representatives with respect to any claim for cure under the applicable Transferred Agreements

**E. Good Faith**

11. SMI and Purchaser entered into the Sale Transaction in good faith. Purchaser is entitled to all of the benefits and protections of Bankruptcy Code sections 363(m) and 364(e), and the Sale Transaction is not subject to avoidance under Bankruptcy Code section 363(n). The reversal or modification on appeal of this Sale Order shall not affect the validity of the Sale Transaction, unless such authorization is duly stayed pending such appeal.

**F. No Successor or Transferee Liability**

12. The Purchaser shall not be deemed, as a result of any action taken in connection with the APA, the consummation of the Sale Transaction, the transfer, operation or use of the Assets, or the employment of the Transferred Employees to (i) be a legal successor, or otherwise be deemed a successor to SMI (other than, for the Purchaser, with respect to any

obligations arising from an event that occurs after the Closing as an assignee under Transferred Agreements); (ii) have, de facto or otherwise, merged with or into SMI; or (iii) be an alter ego or a mere continuation or substantial continuation or successor in any respect of SMI, including within the meaning of any foreign, federal, state, or local revenue, pension, ERISA, tax, labor, employment, environmental, or other law, rule, or regulation (including filing requirements under any such laws, rules, or regulations), or under any products liability law or doctrine with respect to SMI's liability under such law, rule, or regulation or doctrine.

13. Except as expressly provided in the APA with respect to Assumed Liabilities, Purchaser shall have no liability whatsoever with respect to the Debtors' (or their predecessors or affiliates) businesses or operations or any of the Debtors' (or their predecessors or affiliates) obligations (as described below, "Successor or Transferee Liability") based, in whole or part, directly or indirectly, on any theory of successor or vicarious liability, or based upon any theory of labor law, employment law (including but not limited to the WARN Act (29 U.S.C. §§ 2101 et seq.)), ERISA and benefits law, antitrust, environmental, successor or transferee liability, de facto merger or substantial continuity, or products liability, whether known or unknown as of the Closing, now existing or hereafter arising, asserted or unasserted, fixed or contingent, liquidated or unliquidated, including any liabilities or non-monetary obligations on account of any settlement or injunction, or any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to the operation of the Assets, Excluded Assets or Business prior to the Closing, or such later time as the Purchaser is assigned and assumes any Transferred Agreement.

14. Except as expressly provided in the APA with respect to the Assumed Liabilities, nothing in this Sale Order or the APA shall require the Purchaser to (i) continue or

maintain in effect, or assume any liability in respect of any employee, pension, welfare, fringe benefit, or any other benefit plan, trust arrangement, or other agreements to which the Debtors are a party or have any responsibility therefor including medical, welfare, and pension benefits payable after retirement or other termination of employment, or (ii) assume any responsibility as a fiduciary, plan sponsor, or otherwise, for making any contribution to, or in respect of the funding, investment or administration of any employee benefit plan, arrangement, or agreement (including but not limited to pension plans) or the termination of any such plan, arrangement, or agreement.

**G. Assumption and Assignment of Purchased Contracts**

15. Pursuant to Bankruptcy Code sections 105(a) and 365, SMI is authorized and directed to assume and assign to the Purchaser each of the Transferred Agreements pursuant to the terms of the APA, free and clear of all Encumbrances. The payment of the Cure Costs by the Purchaser under the APA and this Sale Order (or such other amount agreed to by any party to an Assumed Contract and the Debtors with the prior written consent of the Purchaser) (a) cures all monetary defaults existing thereunder as of the assignment of the Transferred Agreements to the Purchaser in accordance with the terms of the APA; (b) compensates the applicable Counterparties for any actual pecuniary loss resulting from such default; and (c) together with the assumption of the Transferred Agreements by SMI and the assignment of the Transferred Agreements to the Purchaser constitutes adequate assurance of future performance thereof. The Purchaser has provided adequate assurance of future performance under the Transferred Agreements within the meaning of Bankruptcy Code sections 365(b)(1)(c), 365(b)(3) (to the extent applicable), and 365(f)(2)(B).

16. To the extent that any Counterparty to an Assumed Contract did not timely file an Adequate Assurance Objection by the Adequate Assurance Objection deadline, such



Counterparty is deemed to have consented to the assumption and assignment of the Assumed Contract pursuant to the terms of this Sale Order, and all such objections that were timely filed and not subsequently withdrawn are overruled.

17. To the extent that any Counterparty to an Assumed Contract did not timely file an Assignability Objection by the Assignability Objection deadline, such Counterparty is deemed to have consented to the assumption and assignment of the Assumed Contract pursuant to the terms of this Sale Order, and all such objections that were timely filed and not subsequently withdrawn are overruled.

18. Any provision in any Assumed Contract that prohibits or conditions the assignment of such Assumed Contract or allows the Counterparty to such Assumed Contract to impose any penalty, fee, rent increase, profit sharing arrangement or other condition on renewal or extension, or to modify any term or condition upon the assignment of such Assumed Contract, constitutes an unenforceable anti-assignment provision that is void and of no force and effect in connection with the Sale Transactions.

19. Upon the assignment of the Transferred Agreements to the Purchaser in accordance with the terms of the APA, the Purchaser shall be deemed to be substituted for SMI as a party to the applicable Transferred Agreements, and the Debtors and their estates shall be released, pursuant to Bankruptcy Code section 365(k), from any liability for any breach of the Transferred Agreements occurring after such assignment. There shall be no assignment fees, increases, or any other fees charged to the Purchaser or the Debtors as a result of the assumption and assignment of the Transferred Agreements.

20. Each Counterparty to an Assumed Contract is forever barred, estopped, and permanently enjoined from asserting against the Debtors or the Purchaser or their respective

property (including, without limitation, the Assets), successors, assigns, affiliates and representatives, in connection with this transaction (a) any assignment fee, acceleration, default, breach or claim or pecuniary loss, or condition to assignment existing, arising or accruing as of the Closing Date (as such term is defined in the APA), including any breach related to or arising out of change-in-control in such Transferred Agreements, or any purported written or oral modification to the Transferred Agreements; or (b) any claim, counterclaim, defense, breach, default, condition, setoff, or other claim asserted or capable of being asserted against the Debtors existing as of the Closing Date. In addition, without relieving the Purchaser of its obligations under the APA, nothing in this Sale Order, the Motion, or the APA shall affect the Debtors' obligations under Bankruptcy Code section 365(d)(3) (or Purchaser's assumption thereof) prior to the assumption and assignment or rejection of any Transferred Agreements.

21. Other than the Transferred Agreements, the Purchaser shall assume none of SMI's other contracts or leases, and shall have no liability whatsoever thereunder. This Sale Order shall operate as a permanent injunction prohibiting any party to a contract that has been rejected by any of the Debtors that in any way relates to any of the Assets from taking any action against the Purchaser, the Purchaser's property (including, without limitation, the Assets), and the Purchaser's successors, assigns, affiliates and representatives in connection with the Sale Transaction, whether pursuant to the Bankruptcy Code or any other statutory or non-statutory federal, state or local law (including, without limitation, any effort to enforce against any person or entity any non-monetary right thereunder against any person or entity now or hereafter bound, intended to be bound or purportedly bound by the contracts or leases or any portion thereof).

#### **H. Other Provisions**

22. Authorization of Performance by the Debtors. Without any further corporate action or orders of this Court, SMI is authorized to fully perform under, consummate,

and implement the terms of the APA together with any and all additional instruments and documents that may be reasonably necessary or desirable to effectuate the terms of the APA, this Sale Order and the Sale Transaction.

23. The Purchaser will have no obligation to close the Sale Transaction until all conditions precedent to its obligations to do so have been met, satisfied, or waived in accordance with the terms of the APA.

24. Direction to Government Agencies. All government agencies and all other persons are hereby directed to accept any documents and instruments necessary or appropriate to consummate the Sale Transaction and this Sale Order, and are directed to remove all recorded liens against the Assets from their records other than with respect to Assumed Liabilities.

25. Transfer of Title and Interests. All of SMI's interests in the Assets and the Transferred Agreements shall be, as of the Closing Date transferred to, and vested in, the Purchaser. On the Closing Date, this Sale Order shall be considered, and constitute for any and all purposes, a full and complete general assignment, conveyance, and transfer of the Assets, and SMI's interests under the Transferred Agreements, and a bill of sale or assignment transferring indefeasible title in the Assets and interest in the Transferred Agreements, to the Purchaser.

26. No Bulk Sales; No Brokers. No bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to the Sale Transaction. The Purchaser is not obligated to make any payment of any kind to any broker, finder, or financial advisor as a result of the consummation of the Sale Transaction.

27. Failure to Specify Provisions. The failure specifically to mention any particular provisions of the APA or any related agreements in this Sale Order shall not diminish or impair the effectiveness of such provision.

28. Subsequent Plan Provisions. Nothing contained in any chapter 11 plan to be confirmed in these Cases or any order to be entered in these Cases (including any order entered after conversion of these Cases to cases under chapter 7 of the Bankruptcy Code) shall alter the provisions of the APA or this Sale Order.

29. Governing Terms. In the event of a direct conflict between the terms of this Sale Order and the terms of (a) the Stalking Horse APA, or (b) any other order of this Court, the terms of this Sale Order shall govern and control.

30. Modifications. The APA and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto and in accordance with the terms thereof, without further order of this Court; provided that any such modification, amendment, or supplement does not have a material adverse effect on the Debtors' estates.

31. Automatic Stay. Cause exists and the automatic stay pursuant to Bankruptcy Code section 362 is thus hereby lifted with respect to SMI to the extent necessary to allow the Purchaser to take any and all actions and deliver notices permitted or required under the APA without further order of this Court.

32. Use of Proceeds. Upon closing of the Sale Transaction, the proceeds shall be disbursed as follows: (i) Sherwood Partners, Inc. shall receive its Transaction Fee in the amount of \$95,000; (ii) Multiplier Capital, LP shall be repaid the outstanding amount of the Final DIP Obligations as of the closing date of the transaction (as such term is defined in Final

DIP Order);<sup>6</sup> (iii) Kelley Drye & Warren LLP shall receive 50% of the remaining proceeds (the “Escrowed Funds”) to be held in escrow in an IOLTA account, which Escrowed Funds shall be subject to any order of this Court; and (iv) Multiplier Capital, LP shall receive the remaining 50% of the proceeds as repayment on account of the Pre-Petition Obligations (as such term is defined in the Final DIP Order). Any disbursements to Multiplier Capital, LP pursuant to subsection (iv) of this paragraph shall be subject to disgorgement in the event of a successful Challenge (as defined in the Final DIP Order).

33. Multiplier Capital, LP will continue to fund these estates, through the procedure stated in this paragraph, in accordance with the Supplemental Budget (as defined in the Final DIP Order) until such time as (i) Multiplier Capital, LP, the Committee, and the Debtors agree to the ultimate distribution of the Escrowed Funds which distribution must be approved by this Court; or (ii) upon further order of this Court. Until such time, Kelley Drye & Warren LLP shall distribute Escrowed Funds to the Debtors’ operating accounts for costs of administering these estates in accordance with the Supplemental Budget upon written direction from the Debtors and Multiplier Capital, LP; provided, however, that to the extent the Debtors, Multiplier Capital, L.P. or the Committee disagree on any proposed disbursement, such disagreement shall be resolved by this Court and Kelley Drye & Warren LLP shall be under no obligation to make such disbursement until resolution of such disagreement by the Court or agreement of the parties.

34. No Stay of Order. Time is of the essence in consummating the Sale Transaction. Notwithstanding Bankruptcy Rules 6004(h), 6006(d), and 7062, this Sale Order

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<sup>6</sup> As such term is defined in the Final Order (A) Authorizing Post-Petition Term Loan Financing and Use of Cash Collateral; (B) Granting Liens and Providing Superpriority Administrative Expense Status; (C) Granting Adequate Protection; (D) Modifying Automatic Stay; and (E) Granting Related Relief [Docket No. 160] (the “Final DIP Order”).

shall be effective and enforceable immediately upon entry, and its provisions shall be self-executing.

35. Retention of Jurisdiction. This Court shall retain jurisdiction to interpret, implement, and enforce this Sale Order, the Bidding Procedures, the APA, and all documents executed in connection with the Sale Transaction.

36. The Purchaser has standing to enforce this Sale Order.

Dated: February \_\_, 2017  
New York, New York

\_\_\_\_\_  
Hon. Michael E. Wiles  
United States Bankruptcy Court Judge

**Exhibit A**  
**APA**

[Intentionally Omitted]

EXHIBIT B

Form of General Assignment

[Attached]



## **GENERAL ASSIGNMENT AND BILL OF SALE**

This General Assignment and Bill of Sale (this “Agreement”) is made as of February \_\_, 2017, by and between Scout Media, Inc., a Washington corporation (“Seller”), and CBS 247 Inc., a Delaware corporation (“Purchaser”). Capitalized terms used but not defined in this Agreement have the meanings assigned to them in the Asset Purchase Agreement dated as of January 24, 2017 (the “Purchase Agreement”) between Purchaser and Seller.

This Agreement is being executed and delivered as of the Closing Date pursuant to the Purchase Agreement.

NOW, THEREFORE, for the consideration described in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Seller hereby sells, assigns, transfers, conveys and delivers to Purchaser, its successors and assigns, all of the Purchased Assets, free and clear of all Encumbrances.
2. Seller hereby sells, assigns, transfers, conveys and delivers to Purchaser, its successors and assigns, all of the Assumed Liabilities.
3. Purchaser hereby assumes and agrees to pay, perform, satisfy and discharge all of the Assumed Liabilities.
4. Neither the representations and warranties of Seller nor the rights, remedies and obligations of any party under the Purchase Agreement shall be deemed to be enlarged, limited, modified or altered in any way by this Agreement.
5. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
6. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to the conflict of laws principles thereof.
7. If any provision of this Agreement is held to be invalid or unenforceable at Law, that provision will be reformed as a valid provision to reflect as closely as possible the original provision giving maximum effect to the intent of the parties, or if that cannot be done, will be severed from this Agreement without affecting the validity or enforceability of the remaining provisions.
8. This Agreement may be executed in counterparts (and by facsimile signatures), each of which shall be deemed an original but all of which shall constitute one and the same agreement.
9. This Agreement is a Transaction Document. This Agreement is subject in all respects to the terms and conditions of the Purchase Agreement. Nothing contained in this Agreement shall be deemed to supersede any of the representations, warranties, covenants or other agreements contained in the Purchase Agreement. To the extent any

of the provisions in this Agreement are inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this General Assignment and Bill of Sale to be duly executed as of the date first written above.

**SELLER:**

SCOUT MEDIA, INC.

By: \_\_\_\_\_

Name:

Title:

**PURCHASER:**

CBS 247 INC.

By: \_\_\_\_\_

Name:

Title:

[Signature Page to General Assignment and Bill of Sale]

EXHIBIT C

Form of Transition Services Agreement

[Attached]

## TRANSITION SERVICES AGREEMENT

THIS TRANSITION SERVICES AGREEMENT (this "Agreement"), dated as of February \_\_, 2017, is by and between Scout Media, Inc., a Washington corporation ("Scout Media" and together with its successors, "Seller"), and CBS 247, Inc., a Delaware corporation ("Purchaser"). Seller and Purchaser are each referred to herein as a "Party" and collectively, as the "Parties". Capitalized terms used but not defined herein have the meanings assigned to them in the Asset Purchase Agreement dated as of January 24, 2017 (as the same may be amended, supplemented or modified from time to time, the "Purchase Agreement"), by and between Seller and Purchaser.

### RECITALS

A. On December 8, 2016, Seller filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 et sec. (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), commencing the case captioned *In re: Scout Media, Inc.*, 16-13369-MEW (the "Bankruptcy Case").

B. Pursuant to the Purchase Agreement, Purchaser is, among other things, purchasing from Seller all the Purchased Assets, free and clear of all Encumbrances and assuming the Assumed Liabilities.

C. The Parties intend to effectuate the transactions contemplated by the Purchase Agreement through a sale by Seller of the Purchased Assets pursuant to Section 363 of the Bankruptcy Code.

D. The execution and delivery of the Purchase Agreement and Seller's ability to consummate the transactions set forth in the Purchase Agreement are subject, among other things, to the entry of an order of the Bankruptcy Court under, *inter alia*, Sections 363 and 365 of the Bankruptcy Code.

E. In order to support the continued and uninterrupted operation of the Purchased Assets following the Closing Date, Purchaser and Seller desire to enter into this Agreement, pursuant to which Seller will provide the benefit of certain agreements to Purchaser as more fully described herein.

In consideration of the covenants and mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

### ARTICLE I SERVICES PROVIDED

#### Section 1.1 Interpretation.

(a) For the purposes hereof: (i) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the

context requires; (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 Schedules and Exhibits) and not to any particular provision of this Agreement, and Article, Section, paragraph, Exhibit and Schedule references are to the Articles, Sections, paragraphs, Exhibits, and Schedules to this Agreement unless otherwise specified; (iii) the words “include,” “includes” and “including,” when used herein, shall be deemed in each case to be followed by the words “without limitation”; and (iv) the word “or” shall not be exclusive.

(b) Any reference to number of days shall mean calendar days unless otherwise specified.

(c) Any rule of construction that permits a court to construe a document more strictly against its author shall not govern the interpretation of this Agreement.

Section 1.2 Transition Services. Upon the terms and subject to the conditions set forth in this Agreement, Seller agrees to provide to Purchaser full use of the services, licenses and other rights provided to Seller under the Contracts (the “Transition Agreements”) listed on Exhibit A. Each of such services and licenses to be provided under this Section 1.2 are hereinafter referred to individually as a “Transition Service,” and collectively as the “Transition Services.” The actual provider(s) of any Transition Service is hereinafter referred to as the “Provider.” Seller shall act under this Agreement solely as an independent contractor and not as an agent, partner or joint venturer of Purchaser. Employees or agents of Seller under this Agreement shall not be deemed employees or agents of Purchaser. Nothing in this Agreement or otherwise grants Seller any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of Purchaser or in the name of Purchaser.

Section 1.3 Level of Transition Services. To the extent Transition Services are provided to Purchaser by a Provider (other than Seller) with respect to a Transition Agreement, Seller shall use its Reasonable Efforts to cause the Provider to provide the Transition Services to Purchaser in a manner and at a quality consistent with the performance of such services by such Provider to Seller prior to the Closing Date (but in no event with less than a reasonable degree of care); provided, however, that to the extent Seller would incur any reasonable, documented out of pocket expense to, at Purchaser’s request and in consultation with the Purchaser, enforce the terms of a Transition Agreement to cause a Provider to provide the Transition Services to Purchaser in accordance with the foregoing, such incremental expense shall be at Purchaser’s sole cost and expense. As used herein, with respect to any Party “Reasonable Efforts” means commercially reasonable efforts no less than those efforts that such Party would use in obtaining services for or undertaking actions and enforcing its rights with respect to its own business. Seller shall not reject any Transition Agreement effective as of a date that is prior to the last date under which Transition Services will be provided to Purchaser under this Agreement.

Section 1.4 No Obligation to Continue to Use Transition Services. Notwithstanding the Purchase Agreement or the Bankruptcy Case, Purchaser has no obligation to continue to use any of the Transition Services which it is receiving. Purchaser may, in its sole and absolute discretion, terminate any Transition Service by giving Seller written notice (a “Termination Notice”), with a copy to counsel for the Official Committee of Unsecured Creditors of Seller (the “Committee”) of its desire to terminate any or all such Transition

Services or any portion thereof. As promptly as reasonably practicable following Seller's receipt of a Termination Notice (but in no event more than the greater of ten (10) Business Days after Seller's receipt of such Termination Notice and the date specified in such Termination Notice), Seller shall cease providing the Transition Services identified in the Termination Notice and file a motion to reject (in connection with the Bankruptcy Case) the Transition Agreement related to the Transition Services that the Purchaser is seeking to terminate.

Section 1.5 Modification of Services; Additional Services. From time to time after the date of this Agreement, the Parties may identify additional services or modifications to existing Transition Services. The Parties shall cooperate and act in good faith to agree on the terms pursuant to which any such additional service shall be provided and to amend Exhibit A in accordance with such terms. The Parties shall provide three business days advance written notice to the Committee of any proposed additional services.

Section 1.6 Consents, Licenses and Other Rights to Provide and Receive Services. In the event there is any restriction on a Provider under a Transition Agreement with a third party that would restrict the nature, quality or standard of care applicable to delivery of the Transition Services to be provided by such Provider to Purchaser, Seller shall use Reasonable Efforts to cause such Provider to obtain any necessary consents from such third party or to modify such Transition Agreement to enable Provider to provide such Transition Services at the service levels and standards set forth herein; provided, however, that to the extent that Provider would incur any incremental expense or other obligations to obtain any such consents or to enter into or modify any such contracts or agreements, such incremental expense or other obligations shall be at Purchaser's sole cost and expense, provided that Seller shall have consulted with Purchaser prior to causing Provider to incur any such expense or other obligation. There can be no assurance that Seller's and Provider's efforts will be successful in obtaining such consents or that Provider will be able to obtain such consents on acceptable terms or at all and the parties acknowledge and agree that such contracts and agreements may preclude partial transfer or assignments or operation of a service on behalf of unaffiliated entities.

Section 1.7 Superseding Provisions. Notwithstanding anything to the contrary contained in this Agreement, Seller shall not: (a) be required hereunder to take any action (including by providing any Transition Services) that would constitute, or that it reasonably believes would constitute, a violation of applicable law; (b) be required hereunder to advance any payment on Purchaser's behalf to third parties; (c) be required hereunder to take any action (other than using Reasonable Efforts to cause a Provider to obtain a third party consent pursuant to Section 1.6) that would result in a breach of any software license or other contract, provided that in the event that the provisions of this clause (c) may affect the Transition Services in any material respect, Seller shall promptly notify Purchaser of such fact; or (d) be responsible for any failure to provide Transition Services hereunder to the extent directly arising from a failure of a Purchaser's systems.

## ARTICLE II PAYMENTS

Section 2.1 Invoices and Payments. Seller shall, within ten (10) Business Days of its receipt of an invoice from a Provider in respect of a Transition Agreement (a "Provider

Invoice”) and in no event later than five (5) Business Days prior to the date the Provider Invoice is due, send to Purchaser an invoice (the “Seller Invoice”) that sets forth the total amount billed to Seller in the Provider Invoice attributable to the Transition Service relating to such Transition Agreement. Seller shall attach a copy of the Provider Invoice to the Seller Invoice. Within ten (10) Business Days after receipt of a Seller Invoice, but in no event later than three (3) Business Days prior to the date the Provider Invoice is due, Purchaser shall pay to Seller the amounts owed under such Seller Invoice for each Transition Service set forth therein in accordance with this Agreement. The parties agree and acknowledge that Purchaser shall be responsible to pay the costs and expenses accrued by Seller and payable to a Provider under each Transition Agreement from the Closing Date through the date of the rejection of such agreement.

Section 2.2 Records. Seller shall create and maintain records in accordance with its standard documentation policies in connection with the provision of the Transition Services relevant to the provision of Transition Services and Seller Invoices, and upon reasonable notice from Purchaser shall make available for inspection and copy by Purchaser’s agents such records during reasonable business hours.

### ARTICLE III CONFIDENTIALITY

Section 3.1 Obligation. Each Party will not use, and maintain strict confidentiality with respect to, all of the other Parties’ Confidential Information (as hereinafter defined) furnished by or on behalf of such other Parties in connection with this Agreement except to the extent required by Law or Governmental Order, provided, however, that following the Closing Date, all Confidential Information relating to the Purchased Assets and the Business shall be deemed to be Confidential Information of Purchaser. “Confidential Information” means any and all non-public, confidential or proprietary information that, with respect to Purchaser, is related to the Purchased Assets or the operations of Purchaser and its Affiliates, and with respect to Seller, is based upon, arising under or relating in any way to the Business, the Purchased Assets, or the operations of Seller and its Affiliates, provided, that “Confidential Information” shall not include information that (i) is, at the time of disclosure to the receiving party, already in the receiving party’s possession; (ii) is or becomes available to the public other than as a result of a breach of this Agreement by the receiving party or its representatives; (iii) becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party or their representatives, provided that such source is not known by receiving party to be bound by a confidentiality agreement or other legal or fiduciary obligation of secrecy to the disclosing party; or (iv) is independently developed by the receiving party.

Section 3.2 Return of Confidential Information. Upon termination or expiration of this Agreement, other than as permitted pursuant to the Purchase Agreement, Seller shall promptly cease, and not thereafter commence, any and all use of Confidential Information of Purchaser. At any time upon the request of Purchaser, Seller shall promptly return or destroy all Confidential Information of Purchaser (including any copies, extracts and summaries thereof, in whatever form and medium recorded), except such Confidential Information as Seller may be permitted to use pursuant to the terms of the Purchase Agreement.



ARTICLE IV  
**TERM; TERMINATION**

Section 4.1 Term. This Agreement shall commence as of the Closing Date and shall remain in effect until the three-month anniversary of the Closing Date (such date, the "Termination Date"), unless earlier terminated with respect to all Transition Services or with respect to any one or more Transition Services, in each case, in accordance with this Agreement. Except as provided in the next sentence of this Section 4.1, neither Purchaser nor Seller shall have any obligation to renew or extend this Agreement or any Transition Service provided hereunder. For up to three consecutive one-month periods following the Termination Date, the Purchaser may request in writing to continue to receive any of the Transition Services and Seller shall continue to make available to Purchaser such Transition Services (each such one-month period, an "Extension Period"). In addition to the amounts payable by Purchaser under this Agreement, at the conclusion of each Extension Period, Purchaser shall pay Seller \$50,000 (the "Per Month Extension Fee"). The Transition Services so provided after the Termination Date shall continue to constitute Transition Services under this Agreement and be subject in all respects to the provisions of this Agreement for the duration of the agreed-upon Extension Period. Upon the expiration or termination of this Agreement or the earlier termination of any Transition Service(s) hereunder, Purchaser shall be obligated to return to Seller, and Seller shall be obligated to return to Purchaser, as soon as is reasonably practicable, any hardware, equipment, software and related items relating to the Transition Service(s) which is in Purchaser's control or possession (other than Purchased Assets) or Seller's control or possession (other than Excluded Assets), as applicable.

Section 4.2 Termination by Purchaser. In addition to the termination rights in Section 1.5, Purchaser may terminate this Agreement if Seller has materially failed to perform or comply with or has materially violated any term or condition of this Agreement, or has materially failed to comply with any of its obligations under this Agreement, and has failed to cure such violation or failure to comply within five (5) Business Days after receipt of notice from Purchaser, a copy of which will be simultaneously served upon the Committee, of such violation or failure to comply.

Section 4.3 Termination by Seller. Seller shall have the right to terminate this Agreement prior to the Termination Date, effective immediately upon notice to Purchaser, with a copy to the Committee, if Purchaser materially fails to perform or comply with or materially violates any term or condition of this Agreement, or materially fails to comply with any of its obligations under this Agreement, including, without limitation, the payment of any fees due hereunder, and fails to cure such violation or failure to comply within five (5) Business Days after receiving written notice thereof from Seller.

ARTICLE V  
**DISCLAIMERS; LIMITATION OF LIABILITY; INDEMNIFICATION**

Section 5.1 Indemnification by Purchaser. Subject to the limitations set forth in Section 5.4 hereof, Purchaser shall indemnify and hold harmless Seller and its Affiliates (each, a “Seller Indemnified Party”) from and against any and all loss, liability, claim, damage or expense (including legal fees and expenses) (collectively, “Losses”) and reimburse each Seller Indemnified Party for all expenses as they are incurred, whether or not in connection with pending litigation and whether or not any Seller Indemnified Party is a party, to the extent caused by, resulting from or in connection with (a) the material breach (individually or in the aggregate) of this Agreement by Purchaser, (b) the gross negligence or willful misconduct of Purchaser in connection with the receipt of Transition Services hereunder, or (c) the violation of any law or contract by Purchaser in connection with the receipt of Transition Services hereunder.

Section 5.2 Indemnification by Seller. Subject to the limitations set forth in Section 5.4 hereof, Seller shall indemnify and hold harmless Purchaser and its Affiliates (each, a “Purchaser Indemnified Party”) from and against any and all Losses and reimburse each Purchaser Indemnified Party for all expenses as they are incurred, whether or not in connection with pending litigation and whether or not any Purchaser Indemnified Party is a party, to the extent caused by, resulting from or in connection with (a) the material breach (individually or in the aggregate) of this Agreement by Seller, (b) the gross negligence or willful misconduct of Seller in connection with the provision of Transition Services hereunder, or (c) the violation of any law or contract by Seller in connection with the provision of Transition Services hereunder.

Section 5.3 Disclaimer of Warranties. EXCEPT AND ONLY TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED HEREIN, ALL TRANSITION SERVICES PROVIDED BY OR ON BEHALF OF SELLER HEREUNDER WILL BE ON AN “AS IS” AND “WITH ALL FAULTS” BASIS, AND SELLER DOES NOT MAKE ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTIES WHATSOEVER WITH RESPECT TO ANY SUCH TRANSITION SERVICES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT (ALL OF WHICH SELLER HEREBY EXPRESSLY DISCLAIMS).

Section 5.4 Limitations on Liability. Except for Losses involving fraud, gross negligence or willful misconduct, each Party agrees and acknowledges that, for any Loss arising out of or relating to this Agreement, the other Party and its Affiliates shall not be liable to such Party or its Affiliates under any legal theory (including without limitation, breach of contract, strict liability, or negligence) for any special, incidental, indirect, exemplary, punitive or consequential damages, including, without limitation, loss of future revenue or income, loss of business reputation or opportunity, or diminution of value, or any damages determined or increased based on any multiple of any financial measure (including earnings, sales or other benchmarks), even if any such Party (or other such Person) has been advised of the possibility of such damages. The Parties agree and acknowledge that the limitation of liability and the overall allocation of risk between the Parties are fundamental elements of the basis of the bargain between the Parties. Seller would not be able or willing to provide the Transition Services without the protections provided to Seller and its Affiliates pursuant to such provisions. Notwithstanding anything to the contrary herein, (i) except in the case of fraud, gross negligence or willful misconduct, in no event will Seller or any of its Affiliates be liable for a breach or default in respect of its obligations under this Agreement and (ii) in no event shall Seller or any

of its Affiliates be liable for any breach or default in respect of its obligations under this Agreement in excess of \$150,000.

Section 5.5 No Offset. No Person shall, without first obtaining the approval of the Bankruptcy Court, be permitted to offset any amounts due and payable to Seller under this Agreement by any amounts due and payable to Seller or any other party under any other Transaction Document or otherwise.

## ARTICLE VI MISCELLANEOUS

Section 6.1 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to confer upon or give to any Person other than the Parties hereto and their successors and permitted assigns any rights or remedies under or by reason of this Agreement.

Section 6.2 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service (or, if given after the normal business hours of the recipient, on the next Business Day) if served personally or by commercial messenger or courier service on the Party to whom notice is to be given; on the date of transmission (with hard copy confirmation to follow) (or, if given after the normal business hours of the recipient, on the next Business Day) if sent by electronic mail or facsimile; or on the third day after mailing if mailed to the Party to whom notice is to be given, by first-class mail registered or certified, postage prepaid, and properly addressed as follows:

If Purchaser, to:

CBS 247 Inc.  
235 Second Street,  
San Francisco, CA 94105  
Attn: General Counsel  
Telephone: (415) 344-1528  
E-mail: eric.schuldt@cbsinteractive.com

with a copies to:

Hughes Hubbard & Reed LLP  
One Battery Park Plaza  
New York, NY 10004  
Attn: Chuck Samuelson, Esq.  
Katie Coleman, Esq.  
Telephone: (212) 837-6454  
E-mail: chuck.samuelson@hugheshubbard.com, katie.coleman@hugheshubbard.com

If to Seller, to:

Scout Media, Inc.  
122 West 26<sup>th</sup> Street, Fifth Floor  
New York, NY 10036  
Attn: James Carroll  
Telephone: (617) 899-9007  
E-mail: jim.carroll@carrollservicesllc.com

with copies to:

Womble Carlyle Sandridge & Rice, LLP  
8065 Leesburg Pike, 4th Floor  
Tysons Corner, VA 22182-2738  
Attn: Jeffrey A. D. Cohen, Esq.  
Rajan Singh, Esq.  
Telecopy: (703) 918-2260  
Telephone: (703) 394-2238  
Attn: Matthew Ward, Esq.  
Telecopy: (302) 661-7711  
Telephone: (302) 252-4338

A Party may change the address to which notices hereunder are to be sent to it by giving notice to the other parties to this Agreement of such change of address in the manner provided above.

Section 6.3 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective successors, permitted assigns, heirs, executors and personal representatives (including any liquidating trustee, responsible Person or similar representative for Seller or Seller's estate appointed in connection with the Bankruptcy Case).

Section 6.4 Entire Agreement; Modification; Waiver. This Agreement and the schedules and exhibits attached to this Agreement (which are hereby incorporated herein by this reference), set forth the entire agreement of the Parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous written and oral negotiations, discussions, understandings and agreements pertaining to such subject matter. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by all of the Parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, any waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

Section 6.5 Dispute Resolution; Bankruptcy Court Jurisdiction. (a) The Parties agree that the Bankruptcy Court shall retain jurisdiction to resolve any controversy or claim arising out of or relating to this Agreement, or the breach hereof.

(b) In the event the Bankruptcy Court reserves jurisdiction to consider disputes arising under this Agreement post-confirmation, then all such disputes shall be brought before the Bankruptcy Court. The Parties shall jointly request that the Bankruptcy Court reserve such jurisdiction.

(c) In the event the Bankruptcy Court does not reserve such jurisdiction, then, subject to the right of each Party to seek specific performance, injunctive relief and/or other non-monetary relief in any court, any controversy, dispute or claim arising between Seller and Purchaser with respect to this Agreement or the subject matter covered hereby may be submitted to any of the state or federal courts located in the State of Delaware. The Parties hereby consent and submit to the jurisdiction of the state and federal courts of the State of Delaware for any such controversy, dispute or claim.

Section 6.6 Construction. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to the conflict of laws principles thereof. Section 6.7 Assignment. No Party may assign this Agreement or any of its rights, interests or obligations hereunder without the prior written consent of the other Party. The parties agree and acknowledge that the conversion of the Bankruptcy Case to a case under Chapter 7 of Title 11 of the United States Code and the appointment of a Chapter 7 Trustee in the Bankruptcy Case shall not constitute an assignment of this Agreement.

Section 6.8 Specific Performance. The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity without the necessity of proving the inadequacy of monetary damages as a remedy or the posting of any bond.

Section 6.9 Non-Recourse. Except as expressly contemplated by this Agreement, no past, present or future director, officer, employee, advisor, lawyer, agent, representative, incorporator, member, partner or equityholder of Seller or Purchaser shall have any liability for (a) any obligations or liabilities of Seller or Purchaser (as applicable) under this Agreement or the certificate of incorporation and by-laws (or similar organizational documents with different names) of Seller or Purchaser (as applicable), or (b) any claim based on, in respect of, or by reason of, the transactions contemplated hereby or thereby.

Section 6.10 Relationship. The relationship of the parties to this Agreement is determined solely by the provisions of this Agreement. This Agreement does not create any agency, partnership, joint venture or trust.

Section 6.11 Counterparts. This Agreement may be executed in counterparts (and by facsimile signatures), each of which shall be deemed an original but all of which shall constitute one and the same agreement.

Section 6.12 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 6.13 Severability. If any provision of this Agreement is held to be invalid or unenforceable at Law, that provision will be reformed as a valid provision to reflect as closely as possible the original provision giving maximum effect to the intent of the parties, or if that cannot be done, will be severed from this Agreement without affecting the validity or enforceability of the remaining provisions.

Section 6.14 Dealings with Third Parties. Except as expressly provided herein, neither Party is, nor shall hold itself out to others to be, vested with any power, authority, or right to bind contractually or to act on behalf of the other Party as its broker, agent, or otherwise for the purpose of committing, selling, conveying, or transferring any of the other party's assets or property, contracting for or in the name of the other Party, or making any representation binding upon such other Party.

Section 6.15 Business Days. If any date provided for in this Agreement shall fall on a day that is not a Business Day, the date provided for shall be deemed to refer to the next Business Day.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, the parties hereto have executed this Transition Services Agreement on the date first set forth above.

SCOUT MEDIA, INC.

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

CBS 247 INC.

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

**EXHIBIT A**

**TRANSITION AGREEMENTS**

	<u>PROVIDER</u>	<u>AGREEMENT TITLE/SUBJECT MATTER</u>
1.	Akamai Technologies, Inc.	Hosting Service Contract
2.	Amazon Web Services	Hosting Contract
3.	GoDaddy	
4.	Google Inc.	Analytics Contract
5.	Imgix	
6.	Operative (Exchange Monetization)	Ad Serving Contract
7.	Operative (DFP Audience Management)	Ad Serving Contract
8.	Operative One (Ad Campaign Manager)	Ad Serving Contract
9.	Operative Media Inc (Ad Ops)	Ad Serving Contract
10.	Prolifics - IT Services/Infrastructure Support	
11.	Sportsrocket, Inc	Hosting Contract
12.	USAT Images	Hosting Contract
13.	Vantiv	
14.	WoChit - Video Platform	Hosting Contract
15.	Zendesk	
16.	Zincora LLC - Tech Firm/ Consultants	IT Services Contract
17.	2001 Sixth, LLC (Westin) DC Hosting	
18.	Peer1 Hosting	Vendor Agreement



19.	John Plut (engineering consultant)	
20.	NetSuite - Accounting Software	Software Contract
21.	ADP	
22.	Promevo LLC - Google Apps Reseller	
23.	AdX	
24.	AppNexus	
25.	Millennial	
26.	ShareThrough	
27.	Smaato	
28.	SpotX (SSP)	
29.	Xaxais	
30.	AdTech	
31.	Zedo	
32.	Livelihood	
33.	Pubmatic	
34.	Rubicon	
35.	ONE by AOL	Video Platform Agreement
36.	Amex Merchant	

37.	Vantiv Merchant	
38.	Paypal Merchant	

EXHIBIT D

Form of Stalking Horse Order

[Attached]

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In re	)	
	)	Chapter 11
	)	
SCOUT MEDIA, INC., <u>et al.</u> , <sup>1</sup>	)	Case No. 16-13369-MEW
	)	
Debtors.	)	Jointly Administered
	)	
	)	

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**ORDER (I) AUTHORIZING THE DEBTORS TO ENTER INTO THE  
STALKING HORSE ASSET PURCHASE AGREEMENT; (II) APPROVING  
CERTAIN BID PROTECTIONS; (III) AMENDING THE BIDDING  
PROCEDURES; AND (IV) GRANTING RELATED RELIEF**

This Court having considered the motion (the “Motion”)<sup>2</sup> for the entry of an order granting the Debtors authority to enter into and perform their obligations under the Stalking Horse APA, approving certain Bid Protections, approving the Amended Bidding Procedures, and granting related relief; and based on the arguments of counsel and the evidence presented at a hearing before this Court on January 20, 2017; and good and sufficient cause having been shown,

IS HEREBY FOUND AND DETERMINED THAT:<sup>3</sup>

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal taxpayer-identification number are: Scout Media Holdings, Inc. (1936), Scout Media, Inc. (1438), FTFS Acquisition, LLC (7230), and Scout.com, LLC (3269). The location of the Debtors’ headquarters and the Debtors’ service address is 122 West 26th Street, Fifth Floor, New York, NY 10036.

<sup>2</sup> Capitalized terms not defined herein have the meaning assigned to them in the Motion.

<sup>3</sup> To the extent any finding of fact shall be determined to be a conclusion of law, it shall be so deemed, and to the extent any conclusion of law shall be determined to be a finding of fact, it shall be so deemed.

- A. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334(b). This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).
- B. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.
- C. The statutory predicates for the relief requested in the Motion are (i) sections 105, 363 and 365 of title 11 of the United States Code (the “Bankruptcy Code”) and (ii) Rules 6004 and 9014 of the Federal Rules of Bankruptcy Procedures (the “Bankruptcy Rules”).
- D. Notice of the Motion and of the hearing to consider the Motion was sufficient under the circumstances, and no other or further notice need be provided.
- E. The amended bidding procedures attached hereto as Exhibit 1 (the “Amended Bidding Procedures”) are fair, reasonable, and appropriate, and are designed to maximize the value of the proceeds of a sale (the “Sale”) of the assets of Scout Media Inc. (the “Assets”) to a purchaser (the “Sale Transaction”) following an auction (the “Auction”) in the event an Auction is called for under the Amended Bidding Procedures.
- F. The Debtors have demonstrated compelling and sound business justifications for authorizing the entry into the asset purchase agreement in substantially the form attached to the Motion as Exhibit B (the “Stalking Horse APA”) by and between the Debtors and CBS 247 Inc. or its affiliate (the “Stalking Horse Bidder”) for the sale (subject to competitive bidding at the Auction) of the Assets specified therein and the payment of the Bid Protections under the

circumstances, and in the time frame and in accordance with the procedures set forth herein, in the Motion, and in the Stalking Horse APA.

G. The Debtors and the Stalking Horse Bidder each negotiated the Stalking Horse APA in good faith and at arm's-length. The process for the Stalking Horse Bidder's selection was fair and appropriate under the circumstances and is in the best interests of the Debtors' estates.

H. The Debtors have demonstrated a compelling and sound justification for authorizing the payment of the Bid Protections in the event that the Stalking Horse Bidder is not the Successful Bidder including, without limitation, that:

1. the Bid Protections are the product of negotiations between the Debtors and the Stalking Horse Bidder conducted in good faith and at arm's-length, and the Stalking Horse APA is the culmination of a process undertaken by the Debtors and their professionals to ensure a transaction with a bidder who is prepared to pay the highest or otherwise best purchase price for the Assets (subject to higher or otherwise better bids) in order to maximize the value of the Debtors' estates;
2. the Bid Protections are actual and necessary costs and expenses of preserving the Debtors' estates within the meaning of section 503(b) of the Bankruptcy Code;
3. the Bid Protections are fair, reasonable, and appropriate in light of, among other things, the size and nature of the proposed Sale under the Stalking Horse APA, the substantial efforts that have been and will be expended by the Stalking Horse Bidder, notwithstanding that the proposed Sale is subject to higher or better offers, and the substantial benefits the Stalking Horse Bidder has provided to the Debtors, their estates, their creditors, and all parties in interest, including, among other things, by

increasing the likelihood that the best possible price for the Assets will be received;

4. the protections afforded to the Stalking Horse Bidder by way of the Bid Protections were material inducements for, and express conditions of, the Stalking Horse Bidder's willingness to enter into the Stalking Horse APA, and was necessary to ensure that the Stalking Horse Bidder would continue to pursue the proposed acquisition on terms acceptable to the Debtors in their sound business judgment, subject to competitive bidding; and
5. the offer of the Bid Protections is intended to promote more competitive bidding by inducing the Stalking Horse Bidder's bid, which (a) will serve as a minimum floor bid on which all other bidders can rely with respect to the Assets, (b) may prove to be the highest or otherwise best available offer for the Assets and (c) increases the likelihood that the final purchase price will reflect the true value of the Assets.

**NOW, THEREFORE, IT IS HEREBY ORDERED:**

1. The Motion is granted.
2. All objections to the relief granted in this Order that have not been withdrawn, waived, or settled are hereby overruled.
3. The Amended Bidding Procedures attached hereto as Exhibit 1 are hereby approved. The Amended Bidding Procedures shall govern the submission, receipt, and analysis of all bids relating to the proposed sale of the Assets, and any party desiring to submit a higher or better offer shall do so strictly in accordance with the Amended Bidding Procedures and this Order.
4. The Debtors are authorized to enter into and perform all of their respective obligations under the Stalking Horse APA, in a substantially similar form

as attached to the Motion as Exhibit B; provided that, for the avoidance of doubt, consummation of the transactions contemplated by the Stalking Horse APA shall be subject to entry of an order approving the sale of the Assets and the satisfaction or waiver of the other conditions to closing on the terms set forth in the Stalking Horse APA.

5. To the extent due under the Stalking Horse APA, the Debtors are authorized and required to pay the Stalking Horse Bidder (a) a fee of \$285,000 (the "Termination Fee") and (b) an expense reimbursement of no more than \$100,000 for the Stalking Horse Bidder's reasonable, documented, out-of-pocket fees, costs, and expenses (including, without limitation, consultants' and attorneys' fees, costs, and expenses) incurred in connection with the transactions contemplated by the Stalking Horse APA (the "Expense Reimbursement" and, together with the Termination Fee, collectively, the "Bid Protections"), which Bid Protections are approved on the terms set forth in the Stalking Horse APA and herein.

6. The payment of any Expense Reimbursement as required under the Stalking Horse APA shall be made within ten (10) days after the receipt by the Debtors, the U.S. Trustee and the Creditors' Committee (the "Review Period") of summary invoices thereof (the "Invoiced Fees"), including a description of the services provided and the expenses incurred. The Debtors, the Creditors' Committee and the U.S. Trustee may dispute the reasonableness of any portion of the Invoiced Fees (the "Disputed Invoiced Fees") within the Review Period by providing written notice and the basis for the objection to counsel for the



Stalking Horse Bidder. The Court shall have the power to resolve the allowance or disallowance of any Disputed Invoiced Fees in the event it cannot be resolved by the Stalking Horse Bidder and the objecting party.

7. The Debtors' obligations arising under or in connection with the Stalking Horse APA, including with respect to the Bid Protections, shall (i) survive termination of the Stalking Horse APA, (ii) constitute an administrative expense claim under sections 503(b) and 507(b) of the Bankruptcy Code with priority over all other administrative expenses in the Debtors' chapter 11 cases, including any administrative expense claims that may have priority over certain other administrative expenses, and (iii) be payable under the terms and conditions of the Stalking Horse APA and this Order without any further order of this Court.

8. If the Debtors do not receive any Qualified Bids other than from the Stalking Horse Bidder, or if no Qualified Bidder other than the Stalking Horse Bidder indicates its intent to participate in the Auction, the Debtors will not hold the Auction, the Stalking Horse Bidder will be named the Successful Bidder, and the Debtors will seek approval of the Stalking Horse APA at the Sale Hearing.

9. The entry of this Order shall not in any way affect the right of any party in interest to file an objection or otherwise contest the proposed Sale, including the terms or provisions of the Stalking Horse APA or any other asset purchase agreement sought to be approved by the Debtors.

10. In the event there is a conflict between this Order and the Motion, this Order shall control and govern.



14. This Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

Dated: New York, New York  
January 26, 2017

s/Michael E. Wiles  
Hon. Michael E. Wiles  
United States Bankruptcy Court Judge

**Exhibit 1**

**Amended Bidding Procedures**

**IN THE UNITED STATES BANKRUPTCY COURT  
 FOR THE SOUTHERN DISTRICT OF NEW YORK**

<p><b>In re</b></p> <p><b>SCOUT MEDIA, INC., et al.,</b></p> <p style="text-align: center;"><b>Debtors.</b></p>	<p><b>Chapter 11</b></p> <p><b>Case No. 16-13369 (MEW)</b></p> <p><b>Jointly Administered</b></p>
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**AMENDED BIDDING PROCEDURES**

Scout Media, Inc. and Scout.com LLC (the “Selling Debtors”) are debtors-in-possession in jointly administered chapter 11 cases pending in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has approved these Amended bidding procedures (the “Bidding Procedures”) to be used in connection with the sale (the “Sale” or “Sale Transaction”) of the assets of Scout Media, Inc. and Scout.com LLC (the “Assets”). The motion seeking approval of the Sale can be found at docket number 20 on the official docket for these cases.

On January \_\_, 2017, the Bankruptcy Court entered an Order approving CBS 247, Inc. as the Stalking Horse Bidder (Docket No. [\_\_]) (the “Amended Bidding Procedures Order”), these Amended Bidding Procedures, and the Selling Debtors’ entry into the Stalking Horse Bidder Asset Purchase Agreement (the “Stalking Horse APA”), which can be found at Docket No. [\_\_]. Pursuant to the Amended Bidding Procedures Order, the Bankruptcy Court also approved the Bid Protections (as defined therein) to be paid by the Selling Debtors to the Stalking Horse Bidder in the event that a Qualified Bidder other than the Stalking Horse Bidder is selected as the Successful Bidder, or for such other reasons set forth in the Stalking Horse APA, including a “Termination Fee” totaling \$285,000 and an “Expense Reimbursement” of no more than \$100,000. The ability to undertake and consummate the Sale of the Assets specified in the Stalking Horse APA to the Stalking Horse Bidder shall be subject to competitive bidding as set forth herein and approved by the Bankruptcy Court.

**KEY DATES AND DEADLINES**

<b>January 20, 2017 5:00 p.m.</b>	Deadline to file Cure Objections and Assignability Objections
<b>January 25, 2017 at 5:00 p.m.</b>	Bid Deadline
<b>January 26, 2017 at 5:00 p.m.</b>	Deadline for Debtors to notify bidders of their status as Qualified Bidders
<b>January 27, 2017 at 10:00 a.m.</b>	Auction, to be held at the offices of Kelley Drye & Warren LLP, 101 Park Avenue, New York, NY 10178
<b>Conclusion of auction</b>	Deadline to File Auction Results

<b>January 31, 2017 at 5:00 p.m.</b>	Deadline to file objections to Sale Transaction(s) (other than Cure Objections and Assignability Objections)
<b>January 31, 2017 at 5:00 p.m.</b>	Deadline to file Adequate Assurance Objections
<b>February 1, 2017 at 2:00 p.m.</b>	Proposed hearing to approve proposed Sale Transaction(s)

### CONTACT(S)

All documents to be submitted by interested parties pursuant to the terms of these bidding procedures, including confidentiality agreements, bids, evidence of financial ability, requests for due diligence, and all other information, should be delivered to Sherwood Partners, Inc. and Womble Carlyle Sandridge & Rice, LLP, whose contact information is as follows:

Sherwood Partners, Inc.  
Attn. Andrew De Camara  
1100 La Avenida Street, Building A  
Mountain View, CA 94043  
E-mail: [ad@sherwoodpartners.com](mailto:ad@sherwoodpartners.com)

Womble Carlyle Sandridge & Rice, LLP  
Attn. Matthew P. Ward  
222 Delaware Avenue, Suite 1501  
Wilmington, DE 19801  
E-mail: [MaWard@wcsr.com](mailto:MaWard@wcsr.com)

### DUE DILIGENCE

Each person or entity that desires to participate in the Auction (each, a “Prospective Bidder”) must first deliver the following materials:

- an executed confidentiality agreement, in form and substance satisfactory to the Debtors, after consultation with the Consultation Parties (as defined herein), and consistent with the terms of the confidentiality agreements that the Debtors required potential bidders to sign prior to the filing of these chapter 11 cases (collectively, the “Cases”);
- a statement and other factual support demonstrating to the Debtors’ satisfaction, after consultation with the Consultation Parties, in the exercise of their reasonable business judgment that the Prospective Bidder has a *bona fide* interest in purchasing Assets; and
- preliminary proof by the Prospective Bidder of its financial capacity to close a proposed Sale Transaction, which may include current unaudited or verified financial statements of, or verified financial commitments obtained by, the Prospective Bidder (or, if the Prospective Bidder is an entity formed for the purpose of acquiring the property to be sold, the party that will bear liability for a breach), the adequacy of which the Debtors and its advisors will determine, after consultation with the Consultation Parties; provided that such proof shall not be required to the extent that the Prospective Bidder’s financial capacity is reasonably known to the Debtors’ financial advisor.

Upon execution of a valid confidentiality agreement, any Prospective Bidder identified

by the Debtors as reasonably likely to be a Qualified Bidder that wishes to conduct due diligence on the Assets may, in the Debtors' discretion, be granted access to all material information regarding the Assets; provided that, if any Prospective Bidder is (or is affiliated with) a competitor of the Debtors, the disclosure of trade secrets or proprietary information shall be controlled or restricted in such manner as the Debtors, in consultation with the Consultation Parties, deem necessary. To the extent the Selling Debtors give any information to any Qualified Bidder that they had not previously provided to the Stalking Horse Bidder, the Selling Debtors shall provide such information to the Stalking Horse Bidder.

If the Debtors determine in their discretion that a Prospective Bidder does not qualify as a Qualified Bidder, such Prospective Bidder shall not be entitled to receive due diligence access or additional non-public information.

The Debtors will work to accommodate all reasonable requests for additional information and due diligence access from Prospective Bidders who qualify as Qualified Bidders.

### **BID DEADLINE**

Any Prospective Bidder that intends to participate in the Auction must submit its bid (and such bid must constitute a Qualified Bid (as hereinafter defined)) on or before **January 25, 2017 at 5:00 p.m. (prevailing Eastern Time)** (the "Bid Deadline") in writing. Any bid received after the Bid Deadline will not constitute a Qualified Bid.

A Good Faith Deposit (as defined below) must be contemporaneously provided with any bid by wire transfer or certified check pursuant to delivery instructions to be provided by the Debtors prior to the Bid Deadline.

The Debtors shall promptly provide copies of all bids received to the Consultation Parties; provided that the Debtors shall not be required to provide to any Consultation Party any material, nonpublic information regarding bids for the Assets if such Consultation Party submits a bid to purchase all or any portion of the Assets or if such Consultation Party has reserved the right to do so at an Auction. Further, the Debtors shall not be required to consult with any Consultation Party pursuant to the terms of these Bidding Procedures if such party is an active bidder at the applicable time.

### **BID REQUIREMENTS**

#### **A. Qualified Bid Requirements**

To qualify as a "Qualified Bid," the bid must be in writing and the Debtors, after consultation with the Consultation Parties, must determine that the bid satisfies the following requirements:

1. Purchased Assets. A Qualified Bid must identify the following:
  - a) the Assets or the portion thereof to be purchased, including any Contracts of the Debtors that would be assumed and assigned in connection with the relevant Sale Transaction (all such Contracts, the "Proposed Assumed

Contracts”);

- b) the liabilities, if any, to be assumed, including any debt to be assumed;
- c) the cash purchase price of, and any other consideration offered in connection with, the bid, provided that, the bid must exceed \$9,500,000, plus the Termination Fee (\$285,000), plus the Expense Reimbursement (which shall be no more than \$100,000 but for purposes of the bidding shall be deemed to be \$100,000), plus \$100,000;
- d) the proposed form of adequate assurance of future performance with respect to any Proposed Assumed Contracts; and
- e) whether the Prospective Bidder intends to operate all or a portion of the Debtors’ business as a going concern, or to liquidate the business.

2. Identification of Bidder. A Qualified Bid must fully disclose the legal identity of each person or entity bidding for the applicable Assets or otherwise sponsoring, financing (including through the issuance of debt in connection with such bid), participating in (including through license or similar arrangement with respect to the assets to be acquired in connection with such bid) such bid or the Auction in connection with such bid, and the complete terms of any such participation, and must also disclose any past or present connections or agreements with the Debtors, the Stalking Horse Bidder, any other known Prospective Bidder or Qualified Bidder, and/or any officer or director of the foregoing (including any current or former officer or director of the Debtors).

3. Asset Purchase Agreement. A Qualified Bid must include a duly authorized and executed copy of the Stalking Horse APA modified to reflect such Qualified Bidder’s proposed Sale Transaction (the “Alternative Transaction Agreement”) (including all exhibits and schedules thereto), together with copies marked to show any amendments and modifications to (A) the Stalking Horse APA and (B) the proposed Sale Order.

4. Credit Bidding. In connection with the Sale of the Assets, and unless the Bankruptcy Court orders otherwise, a person or entity holding a valid, properly perfected security interest in such Assets may seek to credit bid some or all of its claims that are not subject to a bona fide dispute for its respective collateral (each such bid, a “Credit Bid”) pursuant to Bankruptcy Code section 363(k). A Credit Bid may be applied only to reduce the cash consideration with respect to the Assets in which the party submitting the Credit Bid holds a valid, properly perfected security interest with respect to which there are no other more senior security interests. Each person or entity holding a valid, properly perfected security interest in Assets with respect to which there are no other more senior security interests for which it submits a bid shall be deemed a Qualified Bidder with respect to its right to acquire such Assets by Credit Bid.

5. Financial Information. A Qualified Bid must include the following:

- a) a statement that the Prospective Bidder is financially



capable of consummating the Sale Transaction;

- b) if the bid includes a Credit Bid, a statement that any properly perfected more senior security interest will be satisfied in cash and any remaining balance of the bid after reducing the applicable purchase price of the Assets by the amount of the proposed Credit Bid is based on an all-cash offer; and
- c) satisfactory evidence of committed financing or other financial ability to consummate the proposed Sale Transaction(s) in a timely manner.

6. Good Faith Deposit. Each Qualified Bid (other than one that includes a Credit Bid with no cash component) must be accompanied by a good faith deposit (the “Good Faith Deposit”) in the form of cash (or other form acceptable to the Debtors, after consultation with the Consultation Parties) in an amount equal to 10% of the cash portion of the purchase price offered to purchase the Assets (or portion thereof). All Good Faith Deposits shall be held in escrow in by Sherwood Partners, Inc. in accordance with paragraph 23 of the Bankruptcy Court’s Order (A) Approving Bidding Procedures for the Sale of Assets by Scout Media, Inc. and Scout.com, LLC, (B) Scheduling an Auction, (C) Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, (E) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof, and (F) Granting Related Relief, entered on December 20, 2016 (Docket No. 74), and shall be distributed to the Stalking Horse Bidder, Prospective Bidder or the Debtors, as applicable, in accordance with the applicable purchase agreement. For the avoidance of doubt, the Stalking Horse Bidder’s Good Faith Deposit shall not be returned until the earlier of (i) such time as its obligation to be the Back-up Bidder has concluded and (ii) April 1, 2017.

7. Adequate Assurance. A Qualified Bid must include evidence of the Prospective Bidder’s ability to comply with section 365 of the Bankruptcy Code (to the extent applicable), including providing adequate assurance of such Prospective Bidder’s ability to perform future obligations arising under the contracts and leases proposed in its bid to be assumed by the Debtors and assigned to the Prospective Bidder, in a form that will permit the immediate dissemination of such evidence to the Counterparties to such contracts and leases.

8. Representations and Warranties. A Qualified Bid must include the following representations and warranties:

- a) it must expressly state that the Prospective Bidder has had an opportunity to conduct any and all due diligence regarding the Debtors’ businesses and the Assets prior to submitting its bid; and
- b) it must include a statement that the Prospective Bidder has relied solely upon its own independent review, investigation, and/or inspection of any relevant documents and the Assets in making its bid and did not rely on any written or oral statements, representations, promises, warranties, or

guaranties whatsoever, whether express or implied, by operation of law or otherwise, regarding the Debtors' businesses or the Assets, or the completeness of any information provided in connection therewith.

9. Authorization. A Qualified Bid must include evidence of authorization and approval from the Prospective Bidder's board of directors (or comparable governing body) with respect to the submission, execution, and delivery of a bid, participation in the Auction, and closing of the proposed Sale Transaction(s) in accordance with the terms of the bid and these Bidding Procedures.

10. Other Requirements. A Qualified Bid shall:

- a) expressly state that the bid is formal, binding, not subject to or conditioned on any further due diligence, and irrevocable until the selection of the Successful Bid and the Backup Bid (as defined below) in accordance with these Bidding Procedures; provided that if such Prospective Bidder is selected as the Successful Bidder or Backup Bidder, its bid must remain irrevocable until the Debtors' consummation of a sale with the Successful Bidder or the Backup Bidder;
- b) expressly state that the Prospective Bidder is committed to closing the proposed Sale Transaction(s) contemplated by the bid as soon as practicable;
- c) expressly state and acknowledge that no Prospective Bidder, other than the Stalking Horse Bidder, shall be entitled to a break-up fee, termination fee, expense reimbursement, or similar type of "bid protection" in connection with the submission of a bid;
- d) expressly waive any claim or right to assert any substantial contribution administrative expense claim under Bankruptcy Code section 503(b) in connection with bidding for the Assets and/or participating in the Auction;
- e) not contain any financing contingencies of any kind;
- f) not contain any condition to closing of the proposed Sale Transaction(s) on the receipt of any third party approvals (excluding Bankruptcy Court approval and any applicable required governmental and/or regulatory approval);
- g) state that all necessary filings under applicable regulatory, antitrust, and other laws will be made and that payment of the fees associated therewith shall be made by the Prospective Bidder;
- h) expressly state that the Prospective Bidder agrees to serve as a backup bidder (a "Backup Bidder") if such bidder's Qualified Bid is selected as

the next highest or otherwise next best bid after the Successful Bid with respect to the applicable Assets;

- i) include contact information for the specific person(s) the Debtors should contact in the event they have any questions about the Prospective Bidder's bid; and
- j) be received by the Bid Deadline.

11. *Disqualification of Bids.* The Debtors, in their business judgment, and in consultation with the Consultation Parties, reserve the right to reject any bid, including (without limitation) if such bid among other things:

- a) requires any indemnification of the Prospective Bidder;
- b) is not received by the Bid Deadline;
- c) is subject to any contingencies (including representations, warranties, covenants, and timing requirements) of any kind or any other conditions precedent to such party's obligation to acquire the relevant Assets; or
- d) does not, in the Debtors' determination (after consultation with the Consultation Parties), include a fair and adequate price or the acceptance, of which would not be in the best interests of the Debtors' estates.

Any bid rejected pursuant to this paragraph shall not be deemed to be a Qualified Bid. In the event that any bid is so rejected, the Debtors shall cause the Good Faith Deposit of such Prospective Bidder to be refunded to it within five (5) business days after the Bid Deadline.

## **B. Qualified Bidders**

A bid received for the Assets that is determined by the Debtors, after consultation with the Consultation Parties, to meet the requirements set forth above will be considered a "Qualified Bid," and any bidder that submits a Qualified Bid will be considered a "Qualified Bidder." For the avoidance of doubt, the Stalking Horse Bidder is a Qualified Bidder and the Stalking Horse APA is a Qualified Bid.

The Debtors will value a Qualified Bid using any and all factors that the Debtors, in consultation with the Consultation Parties, deem reasonably pertinent, including, without limitation, (i) the amount of the purchase price and Credit Bid (if any), as applicable, set forth in the Qualified Bid; (ii) the risks and timing associated with consummating a Sale Transaction(s) with the Qualified Bidder; and (iii) any Assets included in or excluded from the Qualified Bid, including any Proposed Assumed Contracts. In addition, the Debtors will consider bids for any or all of the Assets. The Debtors may, after consulting with the Consultation Parties, accept as a single Qualified Bid, multiple bids for non-overlapping portions of the Assets such that, when taken together in the aggregate, such bids would otherwise meet the standards for a single Qualified Bid.

The Debtors, after consultation with the Consultation Parties, may permit otherwise Qualified Bidders who submitted bids by the Bid Deadline for less than a substantial (but nevertheless a material) portion of the Assets but who were not identified as a component of a single Qualified Bid consisting of such multiple bids, to participate in the Auction and to submit higher or otherwise better bids that in subsequent rounds of bidding may be considered, together with other bids for non-overlapping material portions of the Assets, as part of such a single Qualified Bid for overbid purposes.

The Debtors, after consultation with the Consultation Parties, shall make a determination regarding which bids qualify as Qualified Bids and as Baseline Bids (as hereinafter defined) and shall notify each bidder whether it has have been selected as a Qualified Bidder by no later than **January 26, 2017 at 5:00 p.m. (prevailing Eastern Time)**.

### **C. Bid Protections**

No party submitting a bid, other than the Stalking Horse Bidder as set forth in the Stalking Horse APA, whether or not such bid is determined by the Debtors to qualify as a Qualified Bid, shall be entitled to a break-up fee or expense reimbursement, or any other bid protection, unless such break-up fee, expense reimbursement, or other bid protection is approved by the Bankruptcy Court.

## **THE AUCTION**

If the Debtors receive more than one Qualified Bid for the same Assets with acceptable purchase prices by the Bid Deadline, the Debtors, after consultation with the Consultation Parties, shall conduct the Auction. The Auction, if required, will be conducted at the offices of **Kelley Drye & Warren LLP, 101 Park Avenue, New York, NY 10178 on January 27, 2017 at 10:00 a.m. (prevailing Eastern Time)** (the "Auction Date"), or at such other time and location as designated by the Debtors, after consulting with the Consultation Parties. The Debtors shall have the right to conduct any number of Auctions on the Auction Date to accommodate multiple bids that comprise a single Qualified Bid, if the Debtors determine, in their reasonable business judgment, that conducting such auctions would be in the best interests of the Debtors' estates.

If the Debtors receive no more than one Qualified Bid, the Debtors, after consultation with the Consultation Parties, shall cancel the Auction and instead request at the Sale Hearing that the Bankruptcy Court approve the bid proposed by the Stalking Horse Bidder.

All bidders at the Auction will be deemed to have consented to the core jurisdiction of the Bankruptcy Court and waived any right to jury trial in connection with any disputes relating to the Auction, the Sale and the construction and enforcement of the applicable asset purchase agreement and all other agreements entered into in connection with any proposed Sale Transaction.

### **A. Participants and Attendees**

Only Qualified Bidders that have submitted Qualified Bids by the Bid Deadline are

eligible to participate in the Auction, subject to other limitations as may be reasonably imposed by the Debtors, after consultation with the Consultation Parties, in accordance with the Bidding Procedures. Qualified Bidders participating in the Auction must appear in person at the Auction, or through a duly authorized representative. The Debtors may, in their sole and exclusive discretion, establish a reasonable limit on the number of representatives and/or professional advisors that may appear on behalf of or accompany each Qualified Bidder at the Auction. Each of the Consultation Parties shall be entitled to have a reasonable number of representatives and/or professional advisors attend the Auction.

Each Qualified Bidder participating in the Auction will be required to confirm in writing and on the record at the Auction that (A) it has not engaged in any collusion with respect to the submission of any bid or the Auction, and (B) its Qualified Bid represents a binding, good faith, and bona fide offer to purchase the Assets identified in such bid if selected as the Successful Bidder.

## **B. Auction Procedures**

The Auction shall be governed by the following procedures, subject to the Debtors' right to modify such procedures, after consultation with the Consultation Parties, in their reasonable business judgment:

1. Baseline Bids. Bidding shall commence at the amount of \$9,500,000, plus the Termination Fee (\$285,000), plus the Expense Reimbursement (which shall be no more than \$100,000 but for purposes of the bidding shall be deemed to be \$100,000), plus \$100,000 (the "Baseline Bid").
2. Minimum Overbid. Qualified Bidders may submit successive bids higher than the previous bid, based on and increased from the Baseline Bid for the relevant Assets. The minimum required increments for successive Qualified Bids (each such bid, a "Minimum Overbid") will be announced at the outset of the Auction. The Debtors may, in their reasonable business judgment, and after consulting with the Consultation Parties, announce increases or reductions to Minimum Overbids at any time during the Auction.

Except as specifically set forth herein, for the purpose of evaluating the value of the consideration provided by any bid subsequent to a Baseline Bid, the Debtors will, at each round of bidding, give effect to the Bid Protections payable to the Stalking Horse Bidder under the Stalking Horse APA, for which the Stalking Horse Bidder shall receive a credit, as well as any additional liabilities to be assumed by a Qualified Bidder and any additional costs that may be imposed on the Debtors. To the extent that a Minimum Overbid has been accepted entirely or in part because of the addition, deletion, or modification of a provision or provisions in the Stalking Horse APA, the Debtors will identify such added, deleted, or modified provision or provisions and the value thereof.

3. Highest or Best Offer. After the first round of bidding and between each subsequent round of bidding, the Debtors, after consultation with the Consultation

Parties, shall announce the bid that they believe to be the highest or otherwise best offer for the relevant Assets (the “Leading Bid”). Each round of bidding will conclude after each participating Qualified Bidder has had the opportunity to submit a subsequent bid with full knowledge of the Leading Bid.

The Auction shall include open bidding in the presence of all other Qualified Bidders. All Qualified Bidders shall have the right to submit additional bids and make modifications to the Stalking Horse APA or their Alternative Transaction APA at the Auction to improve their bids. The Debtors may, in their reasonable business judgment, negotiate with any and all Qualified Bidders participating in the Auction.

The Debtors shall have the right, after consulting with the Consultation Parties, to determine, in their reasonable business judgment, which bid is the highest or otherwise best bid with respect to the applicable Asset(s) and reject at any time, without liability, any bid that they deem to be inadequate or insufficient, not in conformity with the requirements of the Bankruptcy Code, Bankruptcy Rules, or the Local Rules, these Bidding Procedures, any order of the Bankruptcy Court, or the best interests of the Debtors and their estates.

Any Leading Bid made from time to time by a Qualified Bidder must remain open and binding on the Qualified Bidder until and unless (i) the Debtors accept a higher or otherwise better bid submitted by another Qualified Bidder during the Auction as a Leading Bid and (ii) such Leading Bid is not selected as the Backup Bid.

To the extent not previously provided (which will be determined by the Debtors), a Qualified Bidder submitting a subsequent bid must submit at the Debtors’ request, as part of its subsequent bid, evidence (in the form of financial disclosure or credit-quality support information or enhancement reasonably acceptable to the Debtors) demonstrating such Qualified Bidder’s ability to close the transaction at the purchase price contemplated by such subsequent bid.

4. Transcription. The bidding at the Auction shall be transcribed and the Debtors shall maintain a transcript of all bids made and announced at the Auction.

### **C. Auction Results**

1. Successful Bids. Immediately prior to the conclusion of the Auction, the Debtors shall, in consultation with the Consultation Parties, (A) determine, consistent with the Bidding Procedures, which bid constitutes the highest or otherwise best bid(s) for the applicable Asset(s) (each such bid, a “Successful Bid”); and (B) notify all Qualified Bidders at the Auction for the applicable Asset(s) of the identity of the bidder that submitted the Successful Bid (each such bidder, the “Successful Bidder”) for such Asset(s) and the amount of the purchase price and other material terms of the Successful Bid.

2. Backup Bids. Immediately prior to the conclusion of the Auction, the Debtors may, in consultation with the Consultation Parties, (a) determine, consistent with these Bidding Procedures, which Qualified Bid is the next highest or otherwise best Qualified Bid for the relevant Assets after the Successful Bid (each such Qualified Bid, a “Backup Bid”); and (b) notify all Qualified Bidders at the Auction for the applicable Asset of the identity of the Backup Bidder and the amount of the purchase price and other material terms of the Backup Bid.

Backup Bids must remain open until the Debtors’ consummation of a sale with the Successful Bidder. If the Successful Bidder for the applicable Assets fails to consummate a Sale Transaction, the Backup Bidder shall be deemed the new Successful Bidder, and the Debtors will be authorized, but not required, to consummate a Sale Transaction for the applicable Assets with the Backup Bidder.

Promptly after the conclusion of the Auction the Debtors shall file with the Bankruptcy Court and serve on the Sale Notice Parties the results of the Auction, which shall include (i) a copy of the Successful Bid and Backup Bid and (ii) the identity of the Successful Bidder and Backup Bidder, and shall also file with the Bankruptcy Court and serve on the Sale Notice Parties the Notice of the Proposed Assumed Contracts.

#### **D. Return of Good Faith Deposit**

The Good Faith Deposits of all Prospective Bidders shall be held in escrow by Sherwood Partners, Inc. in accordance with paragraph 23 of the Bankruptcy Court’s Order (A) Approving Bidding Procedures for the Sale of Assets by Scout Media, Inc. and Scout.com, LLC, (B) Scheduling an Auction, (C) Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, (E) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof, and (F) Granting Related Relief, entered on December 20, 2016 (Docket No. 74), and shall be distributed to the Stalking Horse Bidder, Prospective Bidder or the Debtors, as applicable, in accordance with the applicable purchase agreement. For the avoidance of doubt, the Stalking Horse Bidder’s Good Faith Deposit shall not be returned until the earlier of (i) such time as its obligation to be the Back-up Bidder has concluded and (ii) April 1, 2017.

At the closing of a Sale Transaction, the Successful Bidder will be entitled to a credit for the amount of its Good Faith Deposit. If a Successful Bidder fails to consummate a Sale Transaction because of a breach that entitles the Debtors to terminate the applicable asset purchase agreement, then, the Debtors and their estates shall be entitled to retain the Good Faith Deposit of the Successful Bidder as part of the damages resulting to the Debtors and their estates for such breach or failure to perform.

#### **E. Termination Fee and Expense Reimbursement**

If the Stalking Horse Bidder is not the Successful Bidder then the Stalking Horse Bidder shall immediately be deemed to have an allowed administrative expense claim, in accordance with the applicable provisions of the Stalking Horse APA, for all amounts due to the Stalking Horse Bidder, including the Termination Fee and Expense Reimbursement. The Selling Debtors

shall be obligated to pay to the Stalking Horse Bidder by wire transfer in immediately available funds to an account designated by the Stalking Horse Bidder, all amounts due to the Stalking Horse Bidder, including the Termination Fee and Expense Reimbursement, if applicable, in accordance with the applicable provisions of the Stalking Horse APA, on the (i) date of consummation of an Alternative Transaction if the Stalking Horse APA is terminated by a Party pursuant to Sections 8.1(e)(i), (iii), or (f) or (ii) date required by section 1129(a)(9)(A) of the Bankruptcy Code if the Stalking Horse APA is terminated by a Party pursuant to Section 8.1(e)(ii); provided however, that the Expense Reimbursement invoices shall be subject to the review of the Selling Debtors, the United States Trustee, and the Creditors' Committee as set forth in the Amended Bidding Procedures Order.

## SALE HEARING

Each Successful Bid (including any Backup Bid that is subsequently deemed a Successful Bid) will be subject to approval by the Bankruptcy Court. The hearing to approve the Sale and any Successful Bid(s) in respect of the Assets shall take place on **February 1, 2017 at 11:00 a.m. (prevailing Eastern Time)** (the "Sale Hearing") before the Honorable Michael E. Wiles, United States Bankruptcy Judge, in the Bankruptcy Court, Courtroom 617, located at One Bowling Green, New York, NY 10004.

At the Sale Hearing, the Debtors will seek entry of an order (the "Sale Order") approving, among other things, the Sale of the Assets to the Successful Bidder. The Sale Hearing may be adjourned or rescheduled by the Debtors, after consultation with the Consultation Parties. The Debtors may not consider or support any other bid to purchase Assets that are the subject of a Successful Bid pending consideration by the Bankruptcy Court of the Successful Bid for such Assets at the Sale Hearing.

The Debtors' presentation to the Bankruptcy Court for approval of a selected Qualified Bid as a Successful Bid does not constitute the Debtors' acceptance of such bid. The Debtors will have accepted a Successful Bid only when such Successful Bid has been approved by the Bankruptcy Court at the Sale Hearing. Upon the Bankruptcy Court's approval of a Successful Bid, the Debtors will be bound by the terms of that Successful Bid with no further opportunity for an auction or other process.

## OBJECTIONS

The Debtors will serve notices of proposed cure amounts on the counterparties to contracts that may be assumed and assigned as part of a Sale. The deadline to file any objection to the proposed cure amounts (a "Cure Objection"), and /or to object to the ability of the Debtors to assume and assign a particular contract (an "Assignability Objection") is **January 20, 2017 at 5:00 p.m. (prevailing Eastern time)**.

Objections to a Sale Transaction (including any objection to the sale of any Assets free and clear of liens, claims, interests, and encumbrances pursuant to Bankruptcy Code section 363(f) or to any of the relief requested in the Motion (each, a "Sale Objection"), and objections to the proposed adequate assurance of performance provided by a Successful Bidder or Back-Up Bidder (an "Adequate Assurance Objection"), must be filed on or before **January 31, 2017 at**



**5:00 p.m. (prevailing Eastern time).**

Any Cure Objection, Assignability Objection, Sale Objection or Adequate Assurance Objection must (i) be in writing and specify the nature of such objection; (ii) comply with the Bankruptcy Code, Bankruptcy Rules, Local Rules, and all orders of the Bankruptcy Court; (iii) be filed with the Bankruptcy Court and served on the following parties: (i) Scout Media, Inc., 122 West 26th Street, Fifth Floor, New York, NY, Attn.: Craig Amazeen; (ii) proposed counsel to the Debtors, Womble Carlyle Sandridge & Rice, LLP, 222 Delaware Ave., Suite 1501, Wilmington, DE 19801, Attn: Matthew P. Ward; (iii) proposed counsel to the Official Committee of Unsecured Creditors, Kelley Drye & Warren, LLP, 101 Park Avenue, New York, NY 10178 (Attn.: James S. Carr and Jason R. Adams); and (iv) the Office of the United States Trustee for the Southern District of New York, U.S. Federal Office Building, 201 Varick Street, Suite 1006, New York, New York 10014 (Attn: Brian Masumoto).

### **MODIFICATIONS OF PROCEDURES**

The Debtors may, after consulting with the Consultation Parties, modify the rules, procedures, and deadlines set forth herein (including, without limitation, extending the Bid Deadline, modifying the Qualified Bid Requirements, modifying the procedures for conducting the Auction, rescheduling the Auction, or adjourning the Sale Hearing), or adopt new rules, procedures, and deadlines or otherwise modify these Bidding Procedures in order to, in their reasonable discretion, better promote the goals of such procedures, namely, to maximize value for the estates, provided that any material modifications to these procedures shall require the prior approval of the Bankruptcy Court. All modifications and additional rules will be communicated to each of the Notice Parties, Prospective Bidders, and Qualified Bidders.

### **NOTICING**

#### **A. Consultation Parties**

Throughout the sale process, the Debtors and their professionals will evaluate bids and will consult the following parties with respect to such bids: (a) Levy, Small & Lallas and Chipman Brown Cicero & Cole, as counsel to the DIP Lender and (b) proposed counsel to the Official Committee of Unsecured Creditors, Kelley Drye & Warren, LLP, 101 Park Avenue, New York, NY 10178 (Attn.: James S. Carr and Jason R. Adams) (collectively, the "Consultation Parties").

Notwithstanding the foregoing, the Debtors shall not be required to consult with any Consultation Party (or its advisors) that submits a bid or has a bid submitted on its behalf for so long as such bid remains open, including any credit bid, if the Debtors determine, in their reasonable business judgment, that consulting with such Consultation Party regarding any issue, selection, or determination is (a) likely to have a chilling effect on the potential bidding or (b) otherwise contrary to the goal of maximizing value from the sale process for the Debtors' estates, their creditors, and all other parties in interest.

#### **B. Bid Notice Parties**

Qualified Bids must be delivered to the person identified on the front page of these procedures. The following persons shall receive notice of all bids: (i) Scout Media, Inc., 122 West 26th Street, Fifth Floor, New York, NY, Attn. Craig Amazeen; (ii) proposed counsel to the Debtors, Womble Carlyle Sandridge & Rice, LLP, 222 Delaware Ave., Suite 1501, Wilmington, DE 19801, Attn: Matthew P. Ward ([MaWard@wcsr.com](mailto:MaWard@wcsr.com)); (iii) the Debtors' financial advisor, Sherwood Partners, Inc., 1801 Century Park East, 25th Floor, Los Angeles, CA 90067, Attn: Andrew De Camara ([ad@sherwoodpartners.com](mailto:ad@sherwoodpartners.com)); (iv) proposed counsel to the Official Committee of Unsecured Creditors, Kelley Drye & Warren, LLP, 101 Park Avenue, New York, NY 10178 (Attn.: James S. Carr and Jason R. Adams); and (v) counsel to Multiplier Capital, LP, Levy, Small & Lallas, 815 Moraga Drive, Los Angeles, California, 90019, Attn: Leo Plotkin, Esq. and Iane Saenam, Esq. and Chipman Brown Cicero & Cole, Hercules Plaza, 1313 North Market Street, Suite 5400, Wilmington, Delaware, 19801, Attn: William E. Chipman, Esq. (except to the extent Multiplier Capital, LP, is credit bidding, selling their debt, or participating in a transaction with another bidder). The following persons shall receive notice of all bids by January 26, 2017 at 5:00 p.m. (EST) or such later time prior to any Auction as is established to notify bidders of their status as Qualified Bidders: counsel to the Stalking Horse Bidder, Hughes Hubbard & Reed LLP, One Battery Park Plaza, New York, NY 10004, Attn. Kathryn A. Coleman ([katie.coleman@hugheshubbard.com](mailto:katie.coleman@hugheshubbard.com)) and Christopher Gartman ([chris.gartman@hugheshubbard.com](mailto:chris.gartman@hugheshubbard.com)).

Dated: January \_\_, 2017

**WOMBLE CARLYLE SANDRIDGE &  
RICE, LLP**

/s/

Matthew P. Ward (DE Bar No. 4471)

222 Delaware Avenue, Suite 1501

Wilmington, DE 19801

Telephone: (302) 252-4320

Facsimile: (302) 252-4330

E-mail: [maward@wcsr.com](mailto:maward@wcsr.com)

*Proposed Counsel to the Debtors-in-Possession*

**DISCLOSURE SCHEDULES**  
**to**  
**ASSET PURCHASE AGREEMENT**  
**by and between**  
**SCOUT MEDIA, INC.**  
**and**  
**CBS 247 INC.**

**Dated as of January 24, 2017**

The following schedules are the Disclosure Schedules referenced in Sections 1, 2 and 5 of that certain Asset Purchase Agreement by and between SCOUT MEDIA, INC. and CBS 247 INC. dated as of January 24, 2017 (the "Agreement"). All capitalized terms not defined herein shall have the meaning ascribed to such terms in the Agreement.

**Schedule 1.1(z)**

**Cure Costs**

Hewlett Packard Financial Services (server lease): \$0

- End -

**Schedule 1.1(ii)**

**Excluded Assets**

- All of the property and assets of Seller owned, used or held for use in connection with Full Time Fantasy Sports LLC, other than any customer lists and information (including credit information), software, websites and domain names.
- All office furniture and other physical assets not obtained or identified by Purchaser within two weeks of the Closing Date.
- All Transferred Real Property Leases listed on Schedule 5.9(b).
- All employment agreements with Employees that are not listed on Schedule 1.1(kkkk).
- All Transferred Tangible Asset Leases, other than (i) the Hewlett Packard Financial Services (server lease) and (ii) all Transferred Tangible Asset Leases related to the tangible assets listed on Schedule 2.1(b).
- All non-assumed contracts:

<i>Contract Counterparty</i>	<i>Contract Description</i>
Operative Media, Inc.	Ad Serving Contract
Premiere Networks, Inc	Advertising Contract
Google Inc.	Analytics Contract
Andrea Granucci	Employee Offer Letter
Barry McBride	Employee Offer Letter
Benjamin Beachler	Employee Offer Letter
Brian Simmons	Employee Offer Letter
David Katch	Employee Offer Letter
Gayne Young	Employee Offer Letter
Holly Hallquist	Employee Offer Letter
Jay Torrell	Employee Offer Letter
Joel Cox	Employee Offer Letter
John DeFrance	Employee Offer Letter

John Huffman	Employee Offer Letter
Jonathan Jacobino	Employee Offer Letter
Jonathan Kahn	Employee Offer Letter
Kevin E Zanker	Employee Offer Letter
Matt Puckett	Employee Offer Letter
Melissa Lockard	Employee Offer Letter
Michael A Olson	Employee Offer Letter
Michael H Gregoire	Employee Offer Letter
Monika Samek	Employee Offer Letter
Patrick Cosgrove	Employee Offer Letter
Shawn Patrick Nustad	Employee Offer Letter
Spencer Winding	Employee Offer Letter
Steven Scott Kennedy	Employee Offer Letter
Tracy E Pierson	Employee Offer Letter
Aamir Shibli	Employment Contract Dated May 30, 2016
Cheryl Aarsvold	Employment Contract Dated May 30, 2016
Craig Amazeen	Employment Contract Dated May 30, 2016
Peter Ruprecht	Employment Contract Dated May 30, 2016
AMAZON WEB SERVICES	Hosting Contract
Facebook, Inc	Hosting Contract
IMIGIX	Hosting Contract
Sportsrocket, Inc (Formerly Bedrocket)	Hosting Contract
Twitter, Inc	Hosting Contract
USA TODAY / US Presswire, LLC	Hosting Contract
WOCHIT	Hosting Contract
Akamai Technologies, Inc	Hosting Service Contract
Hootsuite	Marketing Contract
ZINCORA	Outsourced IT Services Contract

AppNexus	Programmatic Advertising Contract
Bailey, Carl	Publisher Contract
Carr Jr, Robert	Publisher Contract
E-NOVA SOLUTIONS, LLC	Publisher Contract
Full Time Fantasy Sports	Publisher Contract
Indians Baseball Insider, LLC	Publisher Contract
Irish Illustrated LLC	Publisher Contract
Jensen Sports Media, LLC	Publisher Contract
Jets Insider.Com LTD	Publisher Contract
Krous, Ryan	Publisher Contract (Colorado State)
Latsch, Nathan	Publisher Contract (Missouri Tigers)
Stamm, Jason	Publisher Contract (Virginia Tech)
Standig, Benjamin	Publisher Contract (Virginia Tech)
Contra Media Group LLC	Real Estate Lease
JMM Properties, LLC	Real Estate Lease
Magoon Enterprises	Real Estate Lease
SH Real Estate, LLC	Real Estate Lease
SH Whitewater, LLC Attn: James Thomas, Manager	Real Estate Lease
Microsoft Licensing, GP Lockbox 842467	Service Agreement
Outbrain, Inc.	Service Agreement
Netsuite, Inc	Software Contract
Dynamic Logic	Vendor Agreement
Franklin Pictures, LLC	Vendor Agreement
Fueled	Vendor Agreement
James Manry	Vendor Agreement
Levine, Jonathan	Vendor Agreement
Peer1 Hosting	Vendor Agreement
Promevo, LLC	Vendor Agreement

RPM, Inc.	Vendor Agreement
Scales, Christopher	Vendor Agreement



**Schedule 1.1(tt)**

**January Payables**

1. All Contracts between Seller and content publishers listed as “publisher contracts” on Schedule 1.1(ii) and Schedule 1.1(kkkk).

- End -

**Schedule 1.1(kkkk)**

**Transferred Contracts**

- All Transferred Tangible Asset Leases related to the tangible assets listed on Schedule 2.1(b).

<i>Contract Counterparty</i>	<i>Contract Description</i>
Bender, Corey	Contractor
Brooks, Gaberial	Contractor
Snow, Brian	Contractor
Gershon, Josh	Contractor
Clark, Michael	Contractor
Greene, Bill	Contractor
Martinez, Gerard	Contractor
Allen Trieu	Employment Agreement
Brandon Huffman	Employment Agreement
Brian Dohn	Employment Agreement
Evan Daniels	Employment Agreement
Gregory Biggins	Employment Agreement
Gregory Powers	Employment Agreement
Hewlett-Packard Financial Services Co	Operating Lease
24-7 Football.Com LLC	Publisher Contract
Angela Machado	Publisher Contract
Arrigo, Joe	Publisher Contract
Auburn Sports Publications	Publisher Contract
Berk, David	Publisher Contract
Blue View Sports	Publisher Contract
Broering, Richard	Publisher Contract
Buck Advisor LLC	Publisher Contract
Burke, Jason	Publisher Contract

Burns, Ryan	Publisher Contract
Burns, Ryan	Publisher Contract
Caminata, Nathan	Publisher Contract
Causey, Paul	Publisher Contract
Christopher Osborn	Publisher Contract
Colon, Patrick	Publisher Contract
Conniff, John	Publisher Contract
Coren, Richard	Publisher Contract
Cougfan.Com, LLC	Publisher Contract
Csp Publishing Corp	Publisher Contract
Dawgman.Com LLC	Publisher Contract
Drummond, Jeffrey	Publisher Contract
DBA-Roark Publications	Publisher Contract
DBA-Roark Publications	Publisher Contract
Dodds, John F	Publisher Contract
Draxler, Isaac	Publisher Contract
Educk Sports LLC	Publisher Contract
Ellis, Jeffrey	Publisher Contract
Embody, William	Publisher Contract
Embody, William	Publisher Contract
Ferguson, Mark	Publisher Contract
Field, Robert	Publisher Contract
Fisher, Mike	Publisher Contract
Fishhound	Publisher Contract
Flagship Media, Inc.	Publisher Contract
Galli, Frank	Publisher Contract
Game Time Media LLC	Publisher Contract
Gene's Page Inc/Gene Swindoll	Publisher Contract

Gifford, Matthew	Publisher Contract
Gopher Illustrated.com Inc	Publisher Contract
Gorcey, Ryan	Publisher Contract
Gorcey, Ryan	Publisher Contract
Greetham, Fred	Publisher Contract
Groves, Trevor	Publisher Contract
Hellman, Samuel	Publisher Contract
Hiatt, Kevin	Publisher Contract
Hixson, Chuck	Publisher Contract
Hondo Carpenter	Publisher Contract
Huber, William	Publisher Contract
Inside Tennessee LLC	Publisher Contract
J Werner Enterprises, LLC	Publisher Contract
Jackson Publishing, LLC	Publisher Contract
Jacobsen, Barry	Publisher Contract
Jae Sports, LLC	Publisher Contract
James Marshall Oelman	Publisher Contract
James, Ryan	Publisher Contract
JFD Enterprises, LLC	Publisher Contract
Johns, Leslie	Publisher Contract
Jones, Liam	Publisher Contract
Judy, Justin	Publisher Contract
Karpman Enterprises LLC	Publisher Contract
Karpman Enterprises LLC	Publisher Contract
Krous, Ryan	Publisher Contract (Air Force)
Laughland, Rick	Publisher Contract
Legge, Dean	Publisher Contract
Lockard, Christopher R	Publisher Contract

Major Upset Productions, Inc.	Publisher Contract
McAllister, Michael	Publisher Contract
Mediatng, LLC	Publisher Contract
Meese, Frank	Publisher Contract
Moore, Jackson	Publisher Contract
Moore, Jackson	Publisher Contract
Moore, Jackson	Publisher Contract
Motown Sports Media LLC	Publisher Contract
Mueller, Jared	Publisher Contract
Munsterziger, Adam	Publisher Contract
Nester, Michael	Publisher Contract
O'Brien, Edward	Publisher Contract
Ole Miss Spirit/Charles H. Rounsaville	Publisher Contract
Oread Media LLC	Publisher Contract
Peegs.com, LLC	Publisher Contract
Perkins, Aaron	Publisher Contract
Pierson, Tracy	Publisher Contract
Pitts, Stephen	Publisher Contract
Robert Bancroft III	Publisher Contract
Robert N Allen, LLC	Publisher Contract
Robert Sellers	Publisher Contract
Robert Sellers	Publisher Contract
Rutherford, Jason	Publisher Contract
Ryan Bertonaschi	Publisher Contract
Sam Webb Media Services LLC	Publisher Contract
Seth Harp Enterprises	Publisher Contract
Simoneau, Christopher	Publisher Contract
Southern Backwoods LLC	Publisher Contract

Standig, Benjamin	Publisher Contract (Washington Redskins)
Stoltz, William	Publisher Contract
Teale, Patrick	Publisher Contract
Thorpe, Andrew	Publisher Contract
TTK, Inc	Publisher Contract
Velocity Media Group, LLC	Publisher Contract
Von Benko, George	Publisher Contract
Vu.Com	Publisher Contract
Walton, Brian	Publisher Contract
Ward, Taylor	Publisher Contract
Ware, Lemuel	Publisher Contract
Watkins, Timothy	Publisher Contract
Wexell, James	Publisher Contract
White, Drew	Publisher Contract
Wildcatauthority.Com, LLC	Publisher Contract
Wildstein, Maxwell	Publisher Contract
Wired2Fish, Inc	Publisher Contract
Worgull, Benjamin	Publisher Contract
Yates Enterprises/Donald S. Yates	Publisher Contract
Zachery Harig	Publisher Contract

**Schedule 1.1(pppp)**

**Web Sites to be Purchased**

*See Schedule 2.1(c)*

**Schedule 2.1(a)**

**Business Intellectual Property and Registered Owned Intellectual Property**

*See Schedule 5.6(a)*

*PLUS*

The software known internally at Scout Media, Inc. as follows: (i) Cider; (ii) Camelot; (iii) Fanbase; (iv) Nyneve; (v) Mordred; (vi) Morgause; (vii) Merlin; and (viii) Crow.

All software owned, used or held for use in connection with Full Time Fantasy LLC.

All other software being used by Scout Media, Inc.



**Schedule 2.1(b)**

**Tangible Assets to be Purchased**

All computer and related office equipment owned by Seller and located at the New York, New York and/or Hopkins, Minnesota company offices including, but not limited to: laptop and desktop computers, computer servers, storage hardware; and other personal property currently in Seller's possession, including approximately:

- 15 computer servers
- 8 network devices
- All office furniture and other tangible assets obtained or identified by Purchaser within two weeks of the Closing Date.

**Schedule 2.1(c)**

**Domain Names to be Purchased**

<b>Domain Name</b>	<b>Paid through at least</b>
A10INSIDER.COM	05/16/2017
A10REPORT.COM	02/16/2017
ACTIONSPORTSINSIDER.COM	08/30/2017
AFLINSIDER.COM	12/16/2016
AGGIEALERT.COM	09/23/2017
ALLCANADARECRUITING.COM	12/07/2016
ALLCYCLONES.COM	09/10/2017
ALLHOOSIERS.COM	07/19/2017
ALLWILDCATS.COM	09/10/2017
AMERICANHISTORYCLUB.COM	08/09/2017
AMERICANSTREETMACHINECLUB.COM	06/16/2017
ASTATENATION.COM	05/10/2017
ATENREPORT.COM	02/16/2017
ATLANTADUGOUT.COM	04/17/2017
AZREDREPORT.COM	01/31/2017
AZTECREPORT.COM	03/20/2018
BADGERSCOUT.COM	11/01/2017
BADGERSTATEPREPS.COM	07/22/2017
BALLSTATEINSIDER.COM	06/05/2017
BAMAMAG.NET	12/05/2016
BAMASCOUT.COM	11/01/2017
BASEBALLINSIDERSCLUB.COM	02/18/2017
BEARREPORT.COM	04/11/2017
BENGALSINSIDER.COM	07/26/2017
BGSUINSIDER.COM	08/24/2017
BIGPURPLENATION.COM	06/24/2017
BIGREDREPORT.COM	05/17/2017
BILLIKENREPORT.COM	05/16/2017
BLUEJAYREPORT.COM	04/01/2017
BLUERAIDERPOWER.COM	03/11/2018
BOILERSPORTSREPORT.COM	04/12/2017
BRADLEYINSIDER.COM	08/24/2017
BREWERSINSIDER.COM	01/17/2017
BREWERUPDATE.COM	06/11/2017
BRONCOREPORT.COM	06/01/2017
BUCKEYEDIGEST.COM	12/05/2016
BUCKEYES4EVER.COM	12/05/2016
BUCKEYESFOREVER.COM	12/05/2016
BUCKEYESILLUSTRATED.COM	12/05/2016
BUCKFANS.COM	04/24/2017
BUCKNATIONONLINE.COM	12/05/2016
BUCKSTOPREPORT.COM	12/05/2016

<b>BUCSBLITZ.COM</b>	03/22/2017
<b>BUFFALOFOOTBALLREPORT.COM</b>	11/14/2016
<b>BUFFALOINSIDERS.COM</b>	08/24/2017
<b>BUFFALOSPORTSNEWS.NET</b>	02/17/2017
<b>BUFFCOUNTRY.COM</b>	08/28/2017
<b>BUFFPLAYBOOK.COM</b>	04/19/2017
<b>BUFFSPLAYBOOK.COM</b>	04/19/2017
<b>BULLDOGPLAYBOOK.COM</b>	06/06/2017
<b>BUYACHEF.COM</b>	12/01/2016
<b>BYUSCOUT.COM</b>	11/01/2017
<b>CAJUNREDZONE.COM</b>	02/21/2017
<b>CALSCOUT.COM</b>	11/01/2017
<b>CALSPORTSDIGEST.COM</b>	08/18/2017
<b>CAPITOLDUGOUT.COM</b>	12/10/2016
<b>CARDINALINSIDER.COM</b>	07/29/2017
<b>CATCHFOODNOW.COM</b>	10/25/2017
<b>CERAMICCOOK.COM</b>	12/01/2016
<b>CHIEFSINSIDER.COM</b>	07/29/2017
<b>CINCYHARDBALL.COM</b>	04/03/2017
<b>CITADEL-MEDIA.COM</b>	03/31/2017
<b>CITADELMEDIA.COM</b>	02/24/2018
<b>CITADELMEDIA.NET</b>	03/31/2017
<b>CITADELMEDIAINC.COM</b>	03/31/2017
<b>CITADELPARTNERS.COM</b>	01/04/2017
<b>CITADELPARTNERS.NET</b>	01/04/2017
<b>CLONESCOUT.COM</b>	11/01/2017
<b>COLTSCOUT.COM</b>	08/20/2017
<b>COOKINGBOXES.COM</b>	11/20/2016
<b>COOKINGCLUB.COM</b>	05/08/2020
<b>COOKINGPLEASURES.COM</b>	01/31/2017
<b>COOKINGPLEASURESKNIVES.COM</b>	08/09/2017
<b>COOKINGTESTZONE.COM</b>	10/04/2017
<b>COWBOYBLITZ.COM</b>	05/23/2017
<b>CREATIVEHOMEARTS.COM</b>	07/27/2017
<b>CREATIVEHOMEARTSCLUB.COM</b>	05/08/2020
<b>CUSENATION.COM</b>	09/27/2017
<b>CYCLONESPORTSREPORT.COM</b>	05/21/2017
<b>DAWGSCOUT.COM</b>	11/01/2017
<b>DCPROFOOTBALL.COM</b>	05/11/2017
<b>DIEHARDMAG.COM</b>	03/03/2018
<b>DIEHARDMAGAZINE.COM</b>	03/03/2018
<b>DODGERDIAMOND.COM</b>	02/22/2017
<b>DRAKEINSIDER.COM</b>	08/24/2017
<b>DRAYSINSIDER.COM</b>	01/17/2017
<b>DRIVERINSIDER.COM</b>	12/17/2016
<b>DUCKPLAYBOOK.COM</b>	09/14/2017
<b>DUCKSCOUT.COM</b>	11/01/2017
<b>DUINSIDER.COM</b>	08/24/2017
<b>DUKESSPORTS.COM</b>	06/01/2017

EAGLEINSIDER.COM	09/13/2017
EAGLESINSIDER.COM	07/29/2017
EVERGREENSTATEPREPS.COM	06/18/2017
FALCONINSIDER.COM	05/23/2017
FALCONSREPORT.COM	10/22/2017
FAUINSIDER.COM	08/24/2017
FIELD-TESTER.COM	10/02/2017
FIELDTESTONLINE.COM	10/02/2017
FIGHTINSFUTURE.COM	07/29/2017
FIGHTINSTATE.COM	12/17/2016
FISHING10.COM	12/17/2016
FISHINGCLUB.COM	05/08/2020
FISHINGCUTLERY.COM	11/20/2016
FISHINGGIVEAWAY.COM	05/31/2017
FISHINGTESTZONE.COM	10/04/2017
FISHININFORMER.COM	11/09/2017
FISHTESTZONE.COM	10/04/2017
FUTUREOFCOOKWARE.COM	12/01/2016
GAMEBIRDCOINS.COM	11/20/2016
GARDENINGBOXES.COM	11/20/2016
GARDENINGCLUB.COM	05/17/2020
GARDENINGHOWTO.COM	01/31/2017
GARDENINGTESTZONE.COM	10/04/2017
GET-HANDY.COM	12/03/2016
GETDAILYHISTORY.COM	08/04/2017
GETFOODNOW.COM	05/09/2017
GETHANDYTOOLBOX.COM	12/30/2016
GETINSIDETRACK.COM	10/25/2017
GETLIVINGHISTORY.COM	10/25/2017
GOLFADVICEPLEASE.COM	05/04/2017
GOLFER.COM	09/26/2019
GOLFINGCLUB.COM	02/21/2017
GOLFPARTNERSCLUB.COM	03/02/2017
GOLFPARTNERSMAGAZINE.COM	03/02/2017
GRANDSLAMOFFER.COM	11/20/2016
GUIDETOHISTORICAMERICA.COM	05/06/2017
HANDY10.COM	12/17/2016
HANDYBONUS.COM	12/05/2016
HANDYMANCLUB.COM	09/29/2019
HANDYMANCLUBOFAMERICA.COM	01/25/2017
HANDYTESTZONE.COM	10/04/2017
HEALTHSOURCEVITAMINS.COM	02/15/2017
HERITAGEKNIFE.COM	12/03/2016
HOMEARTSCLUB.COM	11/10/2016
HUNT10.COM	12/17/2016
HUNTCLASSIC.COM	02/02/2017
HUNTINGCLUB.COM	05/17/2020
HUNTINGCLUBBLOGS.COM	11/20/2016
HUNTINGGIVEAWAY.COM	05/02/2017

HUNTINGTESTZONE.COM	10/04/2017
INSIDENORTHTEXAS.COM	08/13/2017
INSIDEPITCHMAG.COM	03/03/2017
INSIDETHEDOGPOUND.COM	03/22/2017
INSIDETHEHALOS.COM	09/20/2017
INSIDETHEHERD.COM	02/20/2017
INSIDEUTES.COM	08/13/2017
IRISHSCOUT.COM	11/01/2017
IUINSIDER.COM	09/13/2017
JAGSINSIDER.COM	07/29/2017
JAGUARSREPORT.COM	11/14/2016
JAYHAWKINSIDER.COM	09/06/2017
KENTSTATEINSIDER.COM	08/24/2017
KENTUCKYINSIDERS.COM	01/15/2017
KENTUCKYSCOUT.COM	11/01/2017
KENTUCKYSPORTSREPORT.COM	01/30/2017
KITCHENTESTERS.COM	08/05/2017
KITCHENTESTZONE.COM	10/04/2017
KNOTWARS.NET	11/18/2016
LEGACYKNIFE.COM	08/27/2017
LONGHORNDIGEST.COM	05/24/2017
LONGHORNSDIGEST.COM	05/24/2017
LOUISIANAPREPINSIDER.COM	04/30/2017
LSUSCOUT.COM	11/01/2017
MASTERBASSCIRCUIT.COM	11/11/2016
MASTERSBASSCIRCUIT.COM	01/11/2017
MLBINSIDERS.COM	05/06/2017
MLBINSIDERSCLUB.COM	02/18/2017
MLBNETWORKINSIDERSCLUB.COM	05/06/2017
MOTORCYCLECLUBOFAMERICA.COM	10/04/2017
MOTORCYCLERIDERCLUB.COM	10/04/2017
MOTORCYCLERIDERSCLUBOFAMERICA.COM	10/09/2017
MYBASEBALLACCOUNT.COM	02/11/2017
MYCOOKINGACCOUNT.COM	02/11/2017
MYCOOKINGRENEWAL.COM	08/08/2017
MYFIELDTEST.COM	10/02/2017
MYFISHINGACCOUNT.COM	02/11/2017
MYFISHINGRENEWAL.COM	08/08/2017
MYGARDEN10.COM	12/17/2016
MYGARDENINGACCOUNT.COM	02/11/2017
MYGARDENINGCLUBRENEWAL.COM	08/08/2017
MYGARDENINGRENEWAL.COM	08/08/2017
MYGOLFACCOUNT.COM	02/11/2017
MYHANDYACCOUNT.COM	02/11/2017
MYHANDYMANRENEWAL.COM	08/08/2017
MYHISTORYACCOUNT.COM	02/11/2017
MYHISTORYRENEWAL.COM	08/08/2017
MYHOMEARTSACCOUNT.COM	02/11/2017
MYHUNTINGACCOUNT.COM	02/11/2017

MYHUNTINGCLUBRENEWAL.COM	08/08/2017
MYHUNTINGRENEWAL.COM	08/08/2017
MYMLBINSIDERSCLUBRENEWAL.COM	11/08/2017
MYPRODUCTTEST.COM	10/02/2017
MYSTOREDVALUECARD.COM	01/10/2017
NAFC.COM	02/03/2017
NAMGADVERTISING.COM	11/16/2016
NAMGCLUBS.COM	01/28/2017
NAMGCLUBS.NET	04/20/2017
NAMGINC.COM	06/28/2017
NAMGMSP-ADMGT.COM	01/12/2017
NAMGPARTNERS.COM	02/24/2017
NATIONALHOMEGARDENINGCLUB.COM	03/02/2017
NATIONALSTREETMACHINECLUB.COM	06/16/2017
NATIONALWOODWORKERSCLUB.COM	11/10/2016
NORTHAMERICANFISHERMAN.COM	01/31/2017
NORTHAMERICANFISHINGCLUB.COM	03/02/2017
NORTHAMERICANHUNTERMAGAZINE.COM	01/12/2017
NORTHAMERICANHUNTINGCLUB.COM	03/02/2017
OFFICIALTESTER.COM	08/08/2017
OURHISTORYCLUB.COM	12/10/2016
PARTNERSCLUBONLINE.COM	10/23/2017
PGATOURPARTNERSMAGAZINE.COM	01/12/2017
PICKYOURCALENDAR.COM	08/02/2017
PRETTYTOUGHTOOLS.COM	10/18/2017
PRODUCTTESTONLINE.COM	10/02/2017
PRODUCTTESTZONE.COM	08/05/2017
PTZONE.COM	03/08/2017
RENEWMYCOOKINGACCOUNT.COM	08/08/2017
RENEWMYCOOKINGCLUB.COM	08/08/2017
RENEWMYFISHINGACCOUNT.COM	08/08/2017
RENEWMYFISHINGCLUB.COM	08/08/2017
RENEWMYGARDENINGACCOUNT.COM	08/08/2017
RENEWMYGARDENINGCLUB.COM	08/08/2017
RENEWMYHANDYMANACCOUNT.COM	08/08/2017
RENEWMYHANDYMANCLUB.COM	08/08/2017
RENEWMYHISTORYACCOUNT.COM	08/08/2017
RENEWMYHISTORYCLUB.COM	08/08/2017
RENEWMYHUNTINGACCOUNT.COM	08/08/2017
RENEWMYHUNTINGCLUB.COM	08/08/2017
RENEWMYMLBICACCOUNT.COM	11/08/2017
RENEWMYMLBINSIDERSCLUB.COM	11/08/2017
RIDERSCLUBOFAMERICA.COM	10/10/2017
SAVVYTESTER.COM	08/08/2017
SCOUTMEDIA.COM	06/12/2017
SIGNATUREKNIFE.COM	12/01/2016
STOREDVALUECARDINC.COM	01/10/2017
STREETMACHINECLUB.COM	06/16/2017
STUFFSTUFF.COM	02/07/2017

SUPERSLAMCOINS.COM	11/20/2016
TESTFREEPRODUCT.COM	08/08/2017
THEGARDENINGSOCIETY.COM	08/09/2017
THEHISTORYCHANNELCLUB.COM	01/25/2020
THEHISTORYCHANNELMAGAZINE.COM	01/12/2017
THEMOTORCYCLERIDERSCLUB.COM	10/04/2017
TOOLTESTZONE.COM	10/04/2017
TRYFREEPRODUCT.COM	08/08/2017
ULTIMATEKNIFEOFFER.COM	08/27/2017
WHITETAILLEGACY.COM	12/16/2016
WWICOINS.COM	11/20/2016
WWIKNIFE.COM	11/20/2016
BADGERNATION.COM	07/01/2017
BAMAMAG.COM	08/19/2017
CARDINALAUTHORITY.COM	07/10/2017
DAWGSBITE.COM	06/29/2017
FIGHTINGATORS.COM	02/28/2017
FIGHTONSTATE.COM	12/17/2016
FIGHTONSTATE.NET	12/17/2016
FIGHTONTROJANS.COM	03/08/2017
FIRSTDOWNSPORTS.COM	08/08/2017
FLORIDADUGOUT.COM	06/05/2017
FLORIDAHSINSIDER.COM	04/26/2017
FLYERSPORTSREPORT.COM	06/01/2017
FORDHAMINSIDER.COM	08/24/2017
FUTUREJAYS.COM	04/15/2017
FUTURERANGERS.COM	07/29/2017
GAMECOCKANTHEM.COM	07/24/2017
GAMECOCKINSIDERS.COM	07/28/2017
GARDENSTATEPREPS.COM	05/05/2017
GATORSCOUT.COM	11/01/2017
GEORGEWASHINGTONINSIDER.COM	08/24/2017
GIANTSPIPELINE.COM	06/08/2017
GOLDENEAGLEPRIDE.COM	02/20/2017
GOLDENSTATEPREP.COM	02/27/2017
GOLDENSTATEPREPS.COM	02/27/2017
GOPHERDIGEST.COM	06/13/2017
GOPOKES.COM	09/12/2017
GREENANDWHITEREPORT.COM	05/11/2017
GRIDIRONGATEWAY.COM	09/23/2017
GVREPORT.COM	05/30/2017
HAWGSSCOUT.COM	11/01/2017
HAWKEYEINSIDER.COM	10/19/2017
HAWKEYEINSIDERS.COM	10/19/2017
HERECOMETHEDAWGS.COM	09/14/2017
HERECOMETHEDOGS.COM	09/14/2017
HOONATION.COM	02/20/2017
HOOSIERSCOUT.COM	11/01/2017
HOOSIERSTATEPREPS.COM	09/09/2017

HORSERACINGSCOUT.COM	08/30/2017
HOTLANTADUGOUT.COM	05/25/2017
HOUSTONGRIDIRON.COM	07/24/2017
HOUSTONHARDBALL.COM	04/18/2017
HOYADIGEST.COM	07/24/2017
HSGIRLSHOOPS.COM	05/07/2017
HUSKIEPRIDE.COM	06/18/2017
HUSKYBLUEANDWHITE.COM	10/09/2017
HUSKYSCOUT.COM	11/01/2017
ILLINIPLAYBOOK.COM	08/16/2017
ILLINISCOUT.COM	11/01/2017
ILLINOISHSPREPS.COM	02/20/2017
INDIANSINK.NET	03/03/2017
INSIDEECUSPORTS.COM	04/24/2017
INSIDEPIRCHMAGAZINE.COM	03/03/2017
INSIDEPITCHMAGAZINE.COM	03/03/2017
INSIDERSPITCH.COM	04/02/2017
INSIDETHEDAWGPOUND.COM	03/22/2017
INSIDETHEOS.COM	02/20/2017
PATRIOTSINSIDER.COM	07/26/2017
PREPCOLORADO.COM	02/13/2017
PREPNC.COM	09/19/2017
PREPNORTHCAROLINA.COM	09/19/2017
PREPSAL.COM	10/22/2017
PREPTENNESSEE.COM	06/18/2017
PRODRAFTINSIDER.COM	01/10/2017
PRODRAFTINSIDERS.COM	01/10/2017
PSUSCOUT.COM	11/01/2017
PURPLEPRIDE.COM	09/06/2017
PURPLEWILDCATS.COM	08/10/2017
RANGERSINSIDER.COM	01/17/2017
RAVENSINSIDER.COM	07/26/2017
RAYSDIGEST.COM	04/04/2017
REDBIRDINSIDER.COM	08/24/2017
REDHAWKINSIDER.COM	03/23/2017
REDHAWKNATION.COM	06/07/2017
REDSINSIDER.COM	01/17/2017
ROARDIGEST.COM	06/24/2017
ROCKETDIGEST.COM	08/20/2017
ROKIESDIGEST.COM	10/14/2017
ROKIESINSIDER.COM	01/17/2017
ROCKYTOP.COM	06/30/2017
ROYALCURVE.COM	02/08/2017
ROYALSREPORT.COM	09/29/2017
SAINTSINSIDER.COM	07/29/2017
SCARLETREPORT.COM	09/14/2017
SCOUT.COM	10/20/2020
SCOUT100.COM	09/27/2017
SCOUTACTIONSSPORTS.COM	08/30/2017



SCOUTALASKAPREPS.COM	08/29/2017
SCOUTARKANSASPREPS.COM	08/29/2017
SCOUTARKLITTLE ROCK.COM	08/29/2017
SCOUTARKSTATE.COM	08/29/2017
SCOUTC.COM	02/24/2017
SCOUTCHARLOTTE.COM	08/29/2017
SCOUTCOACHING.COM	09/27/2017
SCOUTCOLLEGENETWORK.COM	08/29/2017
SCOUTCOMBINE.COM	09/27/2017
SCOUTCOMBINES.COM	09/27/2017
SCOUTCONNECTICUTPREPS.COM	08/29/2017
SCOUTCREIGHTON.COM	08/29/2017
SCOUTCSF.COM	02/20/2017
SCOUTDELAWAREPREPS.COM	08/29/2017
SCOUTDRAFT.COM	09/27/2017
SCOUTDUQUESNE.COM	08/29/2017
SCOUTEVANSVILLE.COM	08/29/2017
SCOUTEXPERTS.COM	03/29/2017
SCOUTFAIRFIELD.COM	08/29/2017
SCOUTFANTASY.COM	09/27/2017
SCOUTFINANCE.COM	09/27/2017
SCOUTFIU.COM	08/29/2017
SCOUTFLORIDAPREPS.COM	08/29/2017
SCOUTFOOTBALL.COM	09/27/2017
SCOUTFRIARS.COM	08/29/2017
SCOUTHAWAIIIPREPS.COM	08/29/2017
SCOUTHISTORY.COM	09/27/2017
SCOUTHOLIDAY.COM	09/27/2017
SCOUTHOOPS.COM	09/27/2017
SCOUTHOOPEXPERTS.COM	03/27/2017
SCOUTHORSERACING.COM	08/30/2017
SCOUTILLINOISPREPS.COM	08/29/2017
SCOUTINDIANAPREPS.COM	08/29/2017
SCOUTINGBASEBALL.COM	03/01/2017
SCOUTIOWAPREPS.COM	08/29/2017
SCOUTKENTUCKYPREPS.COM	08/29/2017
SCOUTLIST.COM	09/27/2017
SCOUTMAINEPREPS.COM	08/29/2017
SCOUTMARYLANDPREPS.COM	08/29/2017
SCOUTMASSPREPS.COM	08/29/2017
SCOUTMINNESOTAPREPS.COM	08/29/2017
SCOUTMISSOURIPREPS.COM	08/29/2017
SCOUTMLB.COM	09/27/2017
SCOUTMLBNETWORK.COM	08/29/2017
SCOUTMMA.COM	08/30/2017
SCOUTMONTANAPREPS.COM	08/29/2017
SCOUTMUSIC.COM	09/27/2017
SCOUTNASCAR.COM	09/27/2017
SCOUTNBA.COM	09/27/2017

SCOUTNBANETWORK.COM	03/07/2017
SCOUTNCAA.COM	09/27/2017
SCOUTNDPREPS.COM	08/29/2017
SCOUTNEBRASKAPREPS.COM	08/29/2017
SCOUTNETWORK.COM	06/01/2017
SCOUTNETWORKS.COM	09/18/2017
SCOUTNEWSLETTER.COM	01/08/2017
SCOUTNFL.COM	09/27/2017
SCOUTNFLEUROPE.COM	04/24/2017
SCOUTNFLEXPERTS.COM	03/29/2017
SCOUTNFLNETWORK.COM	08/29/2017
SCOUTNHL.COM	09/27/2017
SCOUTNHLNETWORK.COM	03/07/2017
SCOUTNHPPREPS.COM	08/29/2017
SCOUTNJPREPS.COM	08/29/2017
SCOUTNYPREPS.COM	08/29/2017
SCOUTODDS.COM	09/27/2017
SCOUTOHIOU.COM	08/29/2017
SCOUTOKLAHOMAPREPS.COM	08/29/2017
SCOUTOREGONPREPS.COM	08/29/2017
SCOUTOUTDOORS.COM	09/27/2017
SCOUTPENNPRES.COM	08/29/2017
SCOUTPEOPLE.COM	09/27/2017
SCOUTPEPPERDINE.COM	08/29/2017
SCOUTPERF.COM	03/25/2017
SCOUTPGA.COM	09/27/2017
SCOUTPOLITICS.COM	09/28/2017
SCOUTPREPS.COM	09/27/2017
SCOUTPUBLISHING.COM	09/23/2017
SCOUTQA.COM	03/25/2017
SCOUTREADER.COM	04/04/2017
SCOUTRICHMOND.COM	08/29/2017
SCOUTRIPREPS.COM	08/29/2017
SCOUTSDPREPS.COM	08/29/2017
SCOUTSDSU.COM	08/29/2017
SCOUTSOCCER.COM	09/27/2017
SCOUTSOUTHALABAMA.COM	08/29/2017
SCOUTSTATS.COM	09/27/2017
SCOUTSTJOHNS.COM	08/29/2017
SCOUTSTOCKS.COM	09/27/2017
SCOUTTENNIS.COM	09/27/2017
SCOUTTEST.COM	06/15/2017
SCOUTTICKER.COM	09/27/2017
SCOUTUCF.COM	08/29/2017
SCOUTUSTATE.COM	08/29/2017
SCOUTUTAHPREPS.COM	08/29/2017
SCOUTUX.COM	02/17/2017
SCOUTVACATIONS.COM	09/27/2017
SCOUTVERMONTPREPS.COM	08/29/2017

SCOUTVIRGINIAPREPS.COM	08/29/2017
SCOUTWORLD CUP.COM	09/27/2017
SCOUTWVPREPS.COM	08/29/2017
SCOUTWYOMINGPREPS.COM	08/29/2017
SCOWT.COM	10/21/2017
SCPLAYBOOK.COM	06/27/2017
SCUOT.COM	10/21/2017
SEAHAWKSINSIDER.COM	07/22/2017
SEATTLECLUBHOUSE.COM	08/22/2017
SETONHALLINSIDER.COM	08/24/2017
SFHARDBALL.COM	06/22/2017
SHOWMEMIZZOU.COM	10/21/2017
SHOWMEPREPS.COM	10/21/2017
SILVERANDBLACKTIMES.COM	03/20/2017
SIUINSIDER.COM	08/24/2017
SJSUINSIDER.COM	02/20/2017
SLCINSIDER.COM	05/07/2017
SMUINSIDER.COM	08/24/2017
SOMISSINSIDER.COM	08/29/2017
SOONERINSIDER.COM	06/15/2017
SOONERSILLUSTRATED.COM	11/03/2017
SOXHARDBALL.COM	01/15/2017
SPARTANDIGEST.COM	04/12/2017
SPARTANSDIGEST.COM	04/12/2017
STBONINSIDER.COM	08/24/2017
STEELERBLITZ.COM	01/24/2017
STEELERMACHINE.COM	01/23/2017
SUNSTATEFOOTBALL.COM	01/31/2017
SYCAMOREINSIDER.COM	08/24/2017
TEXASPREPREPORT.COM	05/09/2018
THEBLOCKO.COM	12/05/2016
THEGIANTSBEAT.COM	08/30/2017
THEINSIDERS.COM	01/02/2021
THEJETSBEAT.COM	10/14/2017
THESCARLETREPORT.COM	09/14/2017
THESHOEREPOR.T.COM	12/05/2016
TIGERAUTHORITY.COM	06/21/2017
TIGERSPORTSDIGEST.COM	03/07/2017
TITANSINSIDERS.COM	02/23/2017
TROJANSCOUT.COM	11/01/2017
TROYINSIDER.COM	08/24/2017
TULANEINSIDER.COM	02/20/2017
TULSAINSIDER.COM	03/23/2017
UABINSIDER.COM	08/24/2017
UCONNPLAYBOOK.COM	09/19/2017
UCONNSCOUT.COM	11/01/2017
UMASSINSIDER.COM	08/24/2017
UNIINSIDER.COM	08/24/2017
UNOINSIDER.COM	08/24/2017

USCSCOUT.COM	11/01/2017
UTESPORTSREPORT.COM	07/29/2017
UVASCOUT.COM	11/01/2017
VIKINGUPDATE.COM	07/18/2017
VILLANOVAINSIDER.COM	08/24/2017
VTINSIDER.COM	09/13/2017
WARHAWKNATION.COM	03/21/2017
WARPAINTILLUSTRATED.COM	07/02/2017
WARRIORSSPORTSNETWORK.COM	05/23/2017
WILDCATPROWL.COM	08/09/2017
WILDCATSCOUT.COM	11/01/2017
WILDCATSINSIDER.COM	03/28/2017
WKUINSIDER.COM	08/06/2017
WOLVERINESCOUT.COM	11/01/2017
WSUINSIDER.COM	08/24/2017
XAVIERINSIDER.COM	08/24/2017
ZIPSREPORT.COM	06/11/2017
AGGIEDIGEST.COM	05/05/2018
alvandals.com	06/29/2017
ANGLERNORTHEAST.COM	12/11/2016
ANGLERNORTHWEST.COM	12/11/2016
ARKLATEXOUTDOORSMAN.COM	12/11/2016
BATTLEREDNATION.COM	04/08/2018
BEARBOULEVARD.COM	03/27/2017
beaverplaybook.com	07/13/2017
blackandgoldillustrated.com	01/28/2018
bluedevildigest.com	10/28/2017
BLUESILLUSTRATED.COM	05/30/2018
bobcatillustrated.com	04/09/2017
bulldaily.com	08/22/2017
CHARGERSIDELINES.COM	04/28/2017
cle4me.com	08/04/2017
COACHINGTICKER.COM	10/30/2017
COACTICKER.COM	10/30/2017
COLTSBLITZ.COM	08/12/2018
COLTSDAILY.COM	04/08/2018
COUNTDOWNTOSIGNINGDAY.COM	11/20/2016
COWBOYSHQ.COM	06/03/2017
COWBOYSTODAY.COM	04/08/2018
DEADLIESTBLOGGER.COM	05/28/2017
DIAMONDBACKSDAILY.COM	04/08/2018
DOLPHINSREPORT.COM	11/20/2016
EXPLORERHOOPSREPORT.COM	04/08/2018
FANSTAR.COM	11/04/2018
FANSTARBASEBALL.COM	01/02/2019
FANSTARFOOTBALL.COM	01/02/2019
FANSTARLEAGUES.COM	07/07/2018
FANSTARONE.COM	07/13/2018
FANSTARPRO.COM	01/09/2019

FANSTARPROLEAGUES.COM	05/12/2018
FANTASY-FOOTBALL-LEAGUE.COM	07/23/2018
FANTASY-FOOTBALL-LEAGUE.NET	07/23/2018
FANTASYBASEBALLSITE.COM	01/19/2018
FANTASYBBLEAGUES.COM	08/06/2018
FANTASYFFLEAGUES.COM	08/06/2018
FANTASYHOCKEYSITE.COM	09/30/2018
FANTASYLEAGUEFOOTBALL.COM	04/24/2018
FANTASYLEAGUEMANAGER.COM	05/06/2018
FANTASYLEAGUEPRO.COM	02/13/2018
FANTASYLEAGUERACING.COM	10/01/2018
FBLMANAGER.COM	02/28/2018
FFLMANAGER.COM	05/06/2018
FFTWELVE.COM	09/10/2018
FOURWHEELOUTDOORS.COM	12/11/2016
GULFSALTWATERPURSUIT.COM	12/11/2016
GUNOWNERAMERICA.COM	12/11/2016
GUNOWNERAMERICAN.COM	12/11/2016
hawgsdaily.com	07/21/2017
HISTORYCLASSIC.COM	12/03/2016
hogsdaily.com	07/21/2017
HOMEATSCOUT.COM	03/06/2017
HORNEDFROGINSIDER.COM	02/11/2017
HORNSDIGEST.COM	04/19/2018
HUNTFORTURKEY.COM	12/11/2016
IDAHOVARSITY.COM	04/08/2018
INSIDETHEDEACONS.COM	09/25/2017
insidethelobos.com	08/23/2017
insidetherebels.com	02/24/2017
INSIDETHESPARTANS.COM	10/02/2017
KNIGHTSDAILY.COM	04/08/2018
MARCHTOURNEY.COM	02/21/2017
MARLINSINSIDER.COM	01/17/2017
METSINSIDEPITCH.COM	11/23/2016
MIAMIDUGOUT.COM	11/14/2016
MICHIGANVARSITY.COM	03/15/2017
MILBINSIDER.COM	01/08/2017
MINERREPORT.COM	07/10/2017
MINNESOTAINSIDERS.COM	06/23/2017
MISSOURISTATEINSIDER.COM	08/24/2017
MIZZOUILLUSTRATED.COM	01/27/2017
MUSKETEERREPORT.COM	10/27/2017
MYSCOUTLIST.COM	09/27/2017
MYWARRIORACCOUNT.COM	07/30/2017
MYWARRIORRENEWAL.COM	07/30/2017
nabowhunting.com	09/26/2017
NAFLYFISHING.COM	12/11/2016
NAGUNOWNER.COM	12/17/2016
NAOUTDOORADVENTURE.COM	12/11/2016

<b>NDSCOUT.COM</b>	11/01/2017
<b>NFLDRAFTINSIDER.COM</b>	01/08/2017
<b>NFLDRAFTINSIDERS.COM</b>	01/08/2017
<b>NINERSDIGEST.COM</b>	08/30/2017
<b>NITTANYPRIDE.COM</b>	12/16/2016
<b>NITTANYPRIDE.NET</b>	12/16/2016
<b>NITTANYPRIDE.ORG</b>	12/16/2016
<b>NITTANYPRIDE.US</b>	12/15/2016
<b>NOEASTANGLER.COM</b>	12/17/2016
<b>NOLEDIGEST.COM</b>	03/27/2017
<b>NOLESCOUT.COM</b>	11/01/2017
<b>NOLESDIGEST.COM</b>	03/27/2017
<b>NORTHAMERICANBASSFISHING.COM</b>	12/11/2016
<b>NORTHAMERICANHUNTER.COM</b>	11/14/2016
<b>NORTHAMERICANICEFISH.COM</b>	12/11/2016
<b>NORTHAMERICANWARRIOR.COM</b>	05/19/2017
<b>NORTHSIDERSREPORT.COM</b>	04/03/2017
<b>NOWESTANGLER.COM</b>	12/17/2016
<b>ODUINSIDER.COM</b>	09/05/2017
<b>OHIOPREPSCEINE.COM</b>	10/22/2017
<b>OKPREPS.NET</b>	06/11/2017
<b>ORANGEMANSCOUT.COM</b>	11/01/2017
<b>OUIINSIDER.NET</b>	06/07/2017
<b>OWLDIGEST.COM</b>	07/03/2017
<b>OWLSDAILY.COM</b>	04/17/2017
<b>PACERSPRESS.COM</b>	08/19/2017
<b>PACKERREPORT.COM</b>	04/11/2017
<b>PANTHERINSIDER.COM</b>	07/29/2017
<b>PANTHERPRIMER.COM</b>	10/01/2017
<b>PELICANSPRIDE.COM</b>	05/20/2017
<b>PIRATESDUGOUT.COM</b>	01/24/2017
<b>PLAYFFWC.COM</b>	02/27/2017
<b>PLAYSCOUTFANTASY.COM</b>	04/25/2017
<b>PONYSTAMPEDE.COM</b>	04/24/2017
<b>PREPNEVADA.COM</b>	02/20/2017
<b>PREPNEWMEXICO.COM</b>	02/13/2017
<b>PREPNM.COM</b>	02/13/2017
<b>RAMSDIGEST.COM</b>	04/08/2018
<b>SCOUTALLAMERICAN.COM</b>	05/29/2017
<b>SCOUTBATTLEFIELD.COM</b>	08/25/2017
<b>scoutcleveland.com</b>	08/03/2017
<b>SCOUTDEV.COM</b>	07/08/2018
<b>SCOUTFANTASYTOUR.COM</b>	08/16/2018
<b>SCOUTFILMS.TV</b>	11/24/2016
<b>SCOUTGEARREVIEW.COM</b>	12/11/2016
<b>SCOUTICEFISHING.COM</b>	12/11/2016
<b>SCOUTINGBASBALL.COM</b>	11/14/2016
<b>SCOUTINGWHITETAIL.COM</b>	12/17/2016
<b>SCOUTLEAGUES.COM</b>	08/05/2017

<b>SCOUTOUTDOORREVIEW.COM</b>	12/11/2016
<b>SCOUTSAFARI.COM</b>	12/12/2016
<b>SCOUTSJU.COM</b>	03/09/2017
<b>SCOUTVCU.COM</b>	03/09/2017
<b>SCOUTWARRIOR.COM</b>	04/25/2019
<b>SCOUTWARRIOR.INFO</b>	04/25/2019
<b>SCOUTWARRIOR.NET</b>	04/25/2019
<b>SCOUTWARRIOR.ORG</b>	04/25/2019
<b>SCOUTWHITETAIL.COM</b>	12/12/2016
<b>SCOUTWORLDFAANTASYTOUR.COM</b>	08/16/2018
<b>sdsuperchargers.com</b>	04/29/2017
<b>SPORTINGRIDE.COM</b>	12/11/2016
<b>SPORTSPUBLISHERS.ORG</b>	04/02/2017
<b>STEELCITYINSIDER.NET</b>	06/16/2017
<b>SUPERBOWLSQUAREOFF.COM</b>	12/29/2016
<b>TEXASHUNTFISH.COM</b>	03/30/2018
<b>THEFFLEAGUES.COM</b>	08/06/2017
<b>TITANREDZONE.COM</b>	07/22/2017
<b>TURKEYADDICT.COM</b>	02/04/2017
<b>WARRIORCOMMAND.COM</b>	04/25/2019
<b>WARRIORCOMMAND.INFO</b>	04/25/2019
<b>WARRIORCOMMAND.NET</b>	04/25/2019
<b>WARRIORCOMMAND.ORG</b>	04/25/2019
<b>WARRIORCOMMAND.US</b>	04/24/2019
<b>WARRIORHISTORY.COM</b>	04/14/2017
<b>WARRIORLORE.COM</b>	05/13/2018
<b>WARRIORSCOUT.COM</b>	04/25/2019
<b>WILDGAMESCOUT.COM</b>	12/11/2016
<b>WILDPERSUITS.COM</b>	11/27/2016
<b>WILDPURSUIT.COM</b>	06/25/2018
<b>ZAGSINSIDER.COM</b>	04/08/2018

- End Domain Names -

**Schedule 5.3(d)**

**Non-Contravention**

None.



**Schedule 5.6(a)**

**Registered Owned Intellectual Property**

Mark	Registrar	Reg. No. (Serial No.)	Reg. Date (Date Filed)	Record Owner	Status	Jurisdiction
ALWAYS ON OUR GAME	United States Patent and Trademark Office	3317026	10-23-2007	Scout Media, Inc. 12181 Bluff Creek Drive Los Angeles, CA 90094	Registered  Renewal due 10-23-2017	USA
MAPS OF THE FUTURE	United States Patent and Trademark Office	(87,242,406)	(11-18-2016)	Scout Media, Inc. 3640 Bagley Avenue N – Apt C Seattle, WA 98103	Pending Intent to Use	USA
SCOUT	United States Patent and Trademark Office	(87-221,769)	(10-31-2016)	Scout Media, Inc. 3640 Bagley Avenue N – Apt C Seattle, WA 98103	Pending In Use	USA
GOLF CHIX	United States Patent and Trademark Office	(76-053,001)	(05-22-2000)	Scout Media 1301 Montana Ave. 2 <sup>nd</sup> Floor Santa Monica, CA 90403	Abandoned 12-27-2002	USA
GOLF CHIX	United States Patent and Trademark Office	(76-053,000)	(05-22-2000)	Scout Media 1301 Montana Ave. 2 <sup>nd</sup> Floor Santa Monica, CA 90403	Abandoned 07-26-2004	USA
MAKING THE TURN	United States Patent and Trademark Office	(75-909,915)	(02-04-2000)	Scout Media 1301 Montana Ave. 2 <sup>nd</sup> Floor Santa Monica, CA 90403	Abandoned 01-04-2001	USA
MAKING THE TURN	United States Patent and Trademark Office	(75-909,914)	(02-04-2000)	Scout Media 1301 Montana Ave. 2 <sup>nd</sup> Floor Santa Monica, CA 90403	Abandoned 01-08-2001	USA
SCOUT.COM	United States Patent and Trademark Office	(77-091,622)	(01-25-2007)	Scout Media, Inc. 407 N. Maple Drive Beverly Hills, CA 90210	Abandoned 08-31-2009	USA
SCOUT.COM	United States Patent and Trademark Office	(77-091,620)	(01-25-2007)	Scout Media, Inc. 407 N. Maple Drive Beverly Hills, CA 90210	Abandoned 08-04-2009	USA
SCOUT.COM	United States Patent and Trademark Office	(77-091,600)	(01-25-2007)	Scout Media, Inc. 407 N. Maple Drive Beverly Hills, CA 90210	Abandoned 08-04-2009	USA

SCOUT MEDIA	United States Patent and Trademark Office	(75-909,912)	(02-04-2000)	Scout Media 1301 Montana Ave. 2 <sup>nd</sup> Floor Santa Monica, CA 90403	Abandoned 01-04-2001	USA
SCOUT MEDIA	United States Patent and Trademark Office	(75-909,913)	(02-04-2000)	Scout Media 1301 Montana Ave. 2 <sup>nd</sup> Floor Santa Monica, CA 90403	Abandoned 01-08-2001	USA
SCOUT PUBLISHING	United States Patent and Trademark Office	(77-128,839)	(03-12-2007)	Scout Media, Inc. 407 N. Maple Drive Beverly Hills, CA 90210	Abandoned 02-27-2014	USA
SCOUT PUBLISHING	United States Patent and Trademark Office	(77-128,821)	(03-12-2007)	Scout Media, Inc. 407 N. Maple Drive Beverly Hills, CA 90210	Abandoned 02-27-2014	USA
SCOUT LONDON	United Kingdom Intellectual Property Office	(UK00002600351 )	02-17-2012	Scout Media Limited Omnibus Business Centre, 39-41 North Road, London, United Kingdom, N7 9DP	Registered Renewal due November 5, 2021	United Kingdom

**Schedule 5.6(b)**

**Exceptions to Owned Intellectual Property**

None.

**Schedule 5.6(g)**

**Open Source Materials**

Seller has incorporated the following items of Open Source Materials into the Owned Intellectual Property:

<b>Technology Incorporating/ Combining Open Source Materials</b>	<b>Open Source Materials Used</b>	<b>Licenses Used Applicable to Open Source Materials</b>	<b>Description of How Open Source Materials Were Used</b>	<b>Obligations for Sellers in Respect of Owned Intellectual Property Rights and/or Rights or Immunities Granted to a Third Party</b>
Cider CMS	Drupal	GPL	CMS	GPL
Cider DB	MySQL/AWS RDS	N/A	Databases for Content	N/A
ES Cluster	Elastic Search	N/A	Document Storage from Relational Storage	N/A
NuGet and other Assemblies for C# and Mono:	AWSSDK AjaxControlToolkit AntiXSSLibrary DelayedSubmit DocumentFormat (OpenXML) ElasticSearch.Net eStreamBG WebControls PaneBar Lite Fleck HtmlAgilityPack ImageResizer Jint LittleSDKForNet LitS3 Log4Net Lumenworks Framework.IO Media RSS Sharp MediaBuilders Web Controls MongoDB Moq MySQL.Data NEST Newtonsoft JSON nunit framework PushSharp RestSharp RSS.NET SmartThreadPool Stackexchange.Redis Stripe.net websocket-sharp WilsonMasterPages ws Silverpop YamlDotNet	N/A	Mordred, scout-util (rundeck jobs), morgause, Forums, Legacy Secure Site	N/A

iOS 3rd party Libraries and Pods	AppleNexusSDK/AdMobCusto mEventAdapter CCBottomRefreshControl comScore-iOD-SDK Fabric FBSDKLoginKit FXBlurView GoogleAds-IMA-iOS-SDK-For- AdMob GoogleAnalytics HockeySDK NSString+emoveEmoji QuickLook Framework SCT Moat MobileAppKit Framework SDWebImage SVProgressHUD SwipeView SWTableViewCell Toast TTTAttributedLabel TwitterCore TwitterKit UICKeyChainStore youtube-ios-player-helper WYPopoverController	N/A	iOS App	N/A
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**Schedule 5.6(j)**

**Privacy Agreements**

None.

**Schedule 5.7(a)**

**Seller Contracts**

The Seller is a party to Contracts with the following parties related to the conduct of the Business:

<b>Contract Counterparty</b>	<b>Contract Description</b>
Operative Media, Inc.	Ad Serving Contract
Premiere Networks, Inc	Advertising Contract
Google Inc.	Analytics Contract
Allen Trieu	Employee Offer Letter
Andrea Granucci	Employee Offer Letter
Barry McBride	Employee Offer Letter
Benjamin Beachler	Employee Offer Letter
Brian Dohn	Employee Offer Letter
Brian Simmons	Employee Offer Letter
David Katch	Employee Offer Letter
Evan Daniels	Employee Offer Letter
Gayne Young	Employee Offer Letter
Gregory Biggins	Employee Offer Letter
Gregory Powers	Employee Offer Letter
Holly Hallquist	Employee Offer Letter
Jay Torrell	Employee Offer Letter
Joel Cox	Employee Offer Letter
John DeFrance	Employee Offer Letter
John Huffman	Employee Offer Letter
Jonathan Jacobino	Employee Offer Letter
Jonathan Kahn	Employee Offer Letter
Kevin E Zanker	Employee Offer Letter
Matt Puckett	Employee Offer Letter
Melissa Lockard	Employee Offer Letter
Michael A Olson	Employee Offer Letter
Michael H Gregoire	Employee Offer Letter
Monika Samek	Employee Offer Letter
Patrick Cosgrove	Employee Offer Letter
Shawn Patrick Nustad	Employee Offer Letter

Spencer Winding	Employee Offer Letter
Steven Scott Kennedy	Employee Offer Letter
Tracy E Pierson	Employee Offer Letter
Aamir Shibli	Employment Contract Dated May 30, 2016
Cheryl Aarsvold	Employment Contract Dated May 30, 2016
Craig Amazeen	Employment Contract Dated May 30, 2016
Peter Ruprecht	Employment Contract Dated May 30, 2016
AMAZON WEB SERVICES	Hosting Contract
Facebook, Inc	Hosting Contract
IMIGIX	Hosting Contract
Sportsrocket, Inc (Formerly Bedrocket)	Hosting Contract
Twitter, Inc	Hosting Contract
USA TODAY / US Presswire, LLC	Hosting Contract
WOCHIT	Hosting Contract
Akamai Technologies, Inc	Hosting Service Contract
Hootsuite	Marketing Contract
Hewlett-Packard Financial Services Co	Operating Lease
ZINCORA	Outsourced IT Services Contract
AppNexus	Programmatic Advertising Contract
24-7 <a href="#">Football.Com</a> LLC	Publisher Contract
24-7 <a href="#">Football.Com</a> LLC	Publisher Contract
24-7 <a href="#">Football.Com</a> LLC	Publisher Contract
Angela Machado	Publisher Contract
Arrigo, Joe	Publisher Contract
Auburn Sports Publications	Publisher Contract
Bailey, Carl	Publisher Contract
Berk, David	Publisher Contract
Blue View Sports	Publisher Contract
Broering, Richard	Publisher Contract
Buck Advisor LLC	Publisher Contract
Burke, Jason	Publisher Contract
Burns, Ryan	Publisher Contract
Burns, Ryan	Publisher Contract
Caminata, Nathan	Publisher Contract
Carr Jr, Robert	Publisher Contract
Causey, Paul	Publisher Contract



Christopher Osborn	Publisher Contract
Colon, Patrick	Publisher Contract
Conniff, John	Publisher Contract
Coren, Richard	Publisher Contract
<del>Cougfan.Com</del> , LLC	Publisher Contract
Csp Publishing Corp	Publisher Contract
<del>Dawgman.Com</del> LLC	Publisher Contract
DBA-Roark Publications	Publisher Contract
DBA-Roark Publications	Publisher Contract
Dodds, John F	Publisher Contract
Draxler, Isaac	Publisher Contract
Drummond, Jeffrey	Publisher Contract
Educk Sports LLC	Publisher Contract
Ellis, Jeffrey	Publisher Contract
Embody, William	Publisher Contract
Embody, William	Publisher Contract
E-NOVA SOLUTIONS, LLC	Publisher Contract
Ferguson, Mark	Publisher Contract
Field, Robert	Publisher Contract
Fisher, Mike	Publisher Contract
Fishhound	Publisher Contract
Flagship Media, Inc.	Publisher Contract
Fulltime Fantasy Sports	Publisher Contract
Galli, Frank	Publisher Contract
Game Time Media LLC	Publisher Contract
Gene's Page Inc/Gene Swindoll	Publisher Contract
Gifford, Matthew	Publisher Contract
Gopher Illustrated.com Inc	Publisher Contract
Gorcey, Ryan	Publisher Contract
Gorcey, Ryan	Publisher Contract
Greetham, Fred	Publisher Contract
Groves, Trevor	Publisher Contract
Hellman, Samuel	Publisher Contract
Hiatt, Kevin	Publisher Contract
Hixson, Chuck	Publisher Contract
Hondo Carpenter	Publisher Contract

Huber, William	Publisher Contract
Indians Baseball Insider, LLC	Publisher Contract
Inside Tennessee LLC	Publisher Contract
Irish Illustrated LLC	Publisher Contract
J Werner Enterprises, LLC	Publisher Contract
Jackson Publishing, LLC	Publisher Contract
Jacobsen, Barry	Publisher Contract
Jae Sports, LLC	Publisher Contract
James Marshall Oelman	Publisher Contract
James, Ryan	Publisher Contract
Jensen Sports Media, LLC	Publisher Contract
Jets Insider.Com LTD	Publisher Contract
JFD Enterprises, LLC	Publisher Contract
Johns, Leslie	Publisher Contract
Jones, Liam	Publisher Contract
Judy, Justin	Publisher Contract
Karpman Enterprises LLC	Publisher Contract
Karpman Enterprises LLC	Publisher Contract
Krous, Ryan	Publisher Contract
Krous, Ryan	Publisher Contract
Latsch, Nathan	Publisher Contract
Laughland, Rick	Publisher Contract
Legge, Dean	Publisher Contract
Lockard, Christopher R	Publisher Contract
Major Upset Productions, Inc.	Publisher Contract
McAllister, Michael	Publisher Contract
Mediatng, LLC	Publisher Contract
Meese, Frank	Publisher Contract
Moore, Jackson	Publisher Contract
Moore, Jackson	Publisher Contract
Moore, Jackson	Publisher Contract
Motown Sports Media LLC	Publisher Contract
Mueller, Jared	Publisher Contract
Munsterteiger, Adam	Publisher Contract
Nester, Michael	Publisher Contract
O'Brien, Edward	Publisher Contract

Ole Miss Spirit/Charles H. Rounsaville	Publisher Contract
Oread Media LLC	Publisher Contract
Peeqs.com, LLC	Publisher Contract
Perkins, Aaron	Publisher Contract
Pierson, Tracy	Publisher Contract
Pitts, Stephen	Publisher Contract
Robert Bancroft III	Publisher Contract
Robert N Allen, LLC	Publisher Contract
Robert Sellers	Publisher Contract
Robert Sellers	Publisher Contract
Rutherford, Jason	Publisher Contract
Ryan Bertonaschi	Publisher Contract
Sam Webb Media Services LLC	Publisher Contract
Seth Harp Enterprises	Publisher Contract
Simoneau, Christopher	Publisher Contract
Southern Backwoods LLC	Publisher Contract
Stamm, Jason Standig, Benjamin	Publisher Contract
Standig, Benjamin	Publisher Contract
Standig, Benjamin	Publisher Contract
Standig, Benjamin	Publisher Contract
Stoltz, William	Publisher Contract
Teale, Patrick	Publisher Contract
Thorpe, Andrew	Publisher Contract
TTK, Inc	Publisher Contract
Velocity Media Group, LLC	Publisher Contract
Von Benko, George	Publisher Contract
Vu.Com	Publisher Contract
Walton, Brian	Publisher Contract
Ward, Taylor	Publisher Contract
Ware, Lemuel	Publisher Contract
Watkins, Timothy	Publisher Contract
Wexell, James	Publisher Contract
White, Drew	Publisher Contract
Wildcatauthority.Com, LLC	Publisher Contract
Wildstein, Maxwell	Publisher Contract
Wired2Fish, Inc	Publisher Contract

Worgull, Benjamin	Publisher Contract
Yates Enterprises/Donald S. Yates	Publisher Contract
Zachery Harig	Publisher Contract
Contra Media Group LLC	Real Estate Lease
JMM Properties, LLC	Real Estate Lease
Magoon Enterprises	Real Estate Lease
SH Real Estate, LLC	Real Estate Lease
SH Whitewater, LLC Attn: James Thomas, Manager	Real Estate Lease
Microsoft Licensing, GP Lockbox 842467	Service Agreement
Outbrain, Inc.	Service Agreement
Netsuite, Inc	Software Contract
Dynamic Logic	Vendor Agreement
Franklin Pictures, LLC	Vendor Agreement
Fueled	Vendor Agreement
James Manry	Vendor Agreement
Levine, Jonathan	Vendor Agreement
Peer1 Hosting	Vendor Agreement
Promevo, LLC	Vendor Agreement
RPM, Inc.	Vendor Agreement
Scales, Christopher	Vendor Agreement

**Schedule 5.9(b)**

**Transferred Real Property Leases**

1. Facilities Agreement entered into as of August 1, 2016, by and between Contra Media Group LLC and Scout Inc., relating to the premises located at 122 West 26<sup>th</sup> St., 5<sup>th</sup> Floor, New York, NY 10001.
2. Lease Agreement effective March 1, 2015, between Scout Media, Inc. and JMM Properties, LLC, relating to the premises located at 915 Main Street, Hopkins, MN 55343.

\*Transferred Real Property Leases are not included in Purchased Assets.

**Schedule 5.10**

**Taxes**

1. Seller has not filed State or Federal Tax returns for the Tax years ended December 31, 2014 and December 31, 2015. There is no balance due in connection with Seller's 2014 or 2015 Tax Returns but there are fines and penalties due and owing in connection with the same.

**Schedule 5.10(b)**

**Taxpayer Identification Number**

Seller's taxpayer identification number is 48-1291438.

**Schedule 5.11**  
**Litigation**

Case Title	Case Number	Nature of Case	Court
1-2-1 MARKETING SERVICES GROUP INC VS SCOUT MEDIA INC	27-CV-15-20944	CONTRACT DISPUTE	MN DISTRICT -HENNEPIN
ABOUOOR TECHNOLOGIES INC VS SCOUT MEDIA INC	27-CV-16-8355	CIVIL LITIGATION	MN DISTRICT -HENNEPIN
BMI FULFILLMENT SERVICES VS NORTH AMERICAN AFFINITY CLUBS INC, SCOUT MEDIA INC.	27-CV-15-10884	CONTRACT DISPUTE	MN DISTRICT -HENNEPIN
CMF ASSOCIATES INC VS. SCOUT MEDIA INC	0652842/2016	CIVIL LITIGATION	NY SUPREME- NEW YORK
CMF ASSOCIATES, LLC V. SCOUT MEDIA, INC. ET AL	2-15CV1250	CONTRACT DISPUTE	U.S. DISTRICT-PENNSYLVANIA EASTERN
DAN KLORES COMMUNICATIONS LLC VS. SCOUT MEDIA INC ET AL	156222/16	CIVIL LITIGATION	NY SUPREME- NEW YORK
DATAPPOINT MEDIA INC VS SCOUT MEDIA HOLDINGS INC	3510365/2016	CIVIL LITIGATION	NYJUDGMENTSAND LIENS -NEW YORK
DATAPPOINT MEDIA INC VS SCOUT MEDIA HOLDINGS INC	3510365/2016	CIVIL LITIGATION	NYJUDGMENTSAND LIENS -NEW YORK
DATAPPOINT MEDIA INC. VS. SCOUT MEDIA HOLDINGS, INC. ET AL	1581CV04959	CIVIL LITIGATION	MA SUPERIOR- MIDDLESEX
FACEBOOK INC. VS NORTH AMERICAN MEMBERSHIP, ET AL	CIV537612	CIVIL LITIGATION	CA SUPERIOR - SAN MATEO
FOSSINA MARKETING GROUP INC VS NORTH AMERICAN MEMBERSHIP GROUP INC	3515263/2016	CIVIL LITIGATION	NY JUDGMENTSAND LIENS -NEW YORK
HCI DATA CORPORATION VS SCOUT MEDIA INC, NORTH AMERICAN MEMBERSHIP GROUP INC	27-CV-15-16465	CONFESSION OF JUDGMENT	MN DISTRICT -HENNEPIN
MEDIA IMAGES INC VS. SCOUT MEDIA INC	2015CV1039316	SMALL CLAIMS	FRANKLIN COUNTY MUNICIPAL COURT - OHIO
MULTIPLIER CAPITAL, LP, A DELAWARE LIMITED PARTNERSHIP VS. SCOUT MEDIA HOLDINGS, INC.	CA12961	APPOINTMENT OF RECEIVER	DE COURT OF CHANCERY - STATEWIDE
NYC DEPARTMENT OF FINANCE VS SCOUT BOOKS & MEDIA INC	3397726/2015	CIVIL LITIGATION	NYJUDGMENTSAND LIENS -NEW YORK
PARAMOUNT APPAREL INTERNATIONAL INC VS NORTH AMERICAN AFFINITY CLUBS INC, SCOUT MEDIA INC	27-CV-15-18060	CIVIL LITIGATION	MN DISTRICT -HENNEPIN
PARIS V. SCOUT MEDIA, INC.	3-16CV56	COPYRIGHT INFRINGEMENT	U.S. DISTRICT- VIRGINIAWESTERN
PCI GROUP, INC. VS SCOUT MEDIA, INC.	27-CV-16-4596	CIVIL LITIGATION	MN DISTRICT -HENNEPIN
REBLANCE PRIVATE LABEL SUPPLEMENTS INC VS SCOUT MEDIA INC, NORTH AMERICAN AFFINITY CLUBS INC	27-CV-16-451	FOREIGN JUDGMENT	MN DISTRICT -HENNEPIN



RELANCE PRIVATE LABEL VS SCOUT MEDIA ET AL	100207415	CIVIL LITIGATION	NY SUPERIOR -MERCER
RITCHEE ET ANO VS SCOUT MEDIA INC ET AL	16-2-28902-9	CIVIL LITIGATION	WA SUPERIOR- KING
RR DONNELLEY SONS COMPANY VS. SCOUT MEDIA INC	0653775/2015	CIVIL LITIGATION	NY SUPREME- NEW YORK
SH WHITEWATER, LLC VS SCOUT MEDIA HOLDINGS INC	16-2-02999-7	CIVIL LITIGATION	WA SUPERIOR- THURSTON
SIGNATURE COMMERCIAL SOLUTIONS LLC VS NORTH AMERICAN MEMBERSHIP GROUP INC	3553445/2016	CIVIL LITIGATION	NYJUDGMENTSAND LIENS -NEW YORK
SIGNATURE COMMERCIAL VS. NORTH AMERICAN MEMBERSHIP	0650719/2016	CIVIL LITIGATION	NY SUPREME- NEW YORK
SIGNATURE COMMERCIAL VS. NORTH AMERICAN MEMBERSHIP	0652355/2016	CIVIL LITIGATION	NY SUPREME- NEW YORK
SOLOMAN PAGE VS. SCOUT MEDIA INC ET AL	3515285/2016	CIVIL LITIGATION	NY JUDGMENTSAND LIENS -NEW YORK
SOLOMAN PAGE VS. SCOUT MEDIA INC ET AL	3515285/2016	CIVIL LITIGATION	NY JUDGMENTSAND LIENS -NEW YORK
SPORTSMAN CHANNEL INC (THE) VS. SCOUT MEDIA HOLDINGS INC. ET AL	2016CV000188	CIVIL LITIGATION	WI CIRCUIT -WAUKESHA
STONE RIVER GEAR, LLC VS NORTH AMERICAN MEMBERSHIP GROUP INC, ET. AL.	27-CV-15-18061	CIVIL LITIGATION	MN DISTRICT -HENNEPIN
STONE RIVER GEAR, LLC VS NORTH AMERICAN MEMBERSHIP GROUP INC, ET. AL.	27-CV-15-18061	CIVIL LITIGATION	MN DISTRICT -HENNEPIN
SORNSIN VS. SCOUT MEDIA, INC. ET AL	16-2-31081-8 SEA	CIVIL LITIGATION	SUPERIOR COURT, KING COUNTY, WASHINGTON

TRADEMARK

REEL: 006004 FRAME: 0260

**Schedule 5.12(b)**

**Permits**

None.

**Schedule 5.13**

**Transactions with Insiders**

None.

**Schedule 5.14**

**Absence of Certain Changes**

- Seller has entered into multiple financing transactions with Multiplier Capital, LP.
- Seller or its Affiliates engaged Sherwood Partners Inc. to commence an auction of substantially all of Seller's assets.
- Certain vendors of Seller were not paid in the Ordinary Course of Business prior to and following the commencement of the Bankruptcy Case.
- Scout Media Holdings, Inc. has terminated the employment of certain members of its executive management team who were also serving as directors or executive officers of Seller. As a result of these terminations, Scout Media Holdings, Inc., in its capacity as the sole stockholder of Seller, appointed Craig Amazeen as the sole member of the board of directors of Seller.
- In August 2016, FTFS Acquisition, LLC, an Affiliate of Seller, and Full Time Fantasy Sports LLC rescinded the transactions contemplated by that certain Asset Purchase Agreement between FTFS Acquisition, LLC and Full Time Fantasy Sports LLC relating to the fantasy sports business used by Seller in the Business.

**Schedule 5.16**

**Employee Benefit Plans**

None.

**Schedule 5.16(e)**

**Employee Benefit Plans**

1. Oxford Health Insurance.
2. Cigna Disability and Life Insurance.
3. Guardian Dental Plan.
4. Davis Vision Plan.
5. Fidelity 401(k) Plan.

**Schedule 5.16(g)**

**Employee Benefit Plans**

None.

**Schedule 5.17(a)**

**Collective Bargaining Agreements**

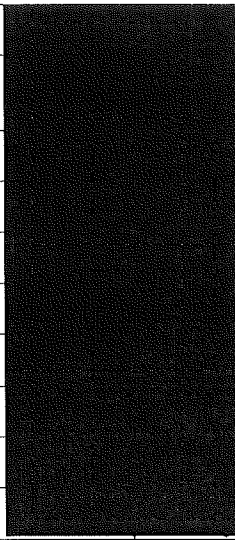
None



Schedule 5.17(c)

Employees

Name	Job Title	Emplymt Status (FTE, PT)	Direct Supervisor	Work Location	Hire Date	Annual Salary\$	Unpaid 2015 Bonus\$
Craig Amazeen	President	FTE	N/A	NY	09/17/2014		
Cheryl Aarsvold	VP Finance	PT	Craig Amazeen	MN	11/15/2013		
Peter Ruprecht	Chief Product / Creative Officer	FTE	Craig Amazeen	NY	01/01/2014		
Aamir Shibli	Chief Strategy Officer	FTE	Craig Amazeen	NY	01/01/2014		
Joel Cox	EVP Network Development	FTE	Craig Amazeen	KS	05/01/2004		
Benjamin Beachler	VP Network Development   Membership Services	FTE	Joel Cox	CA	01/01/2004		
Barry McBride	Membership / Pub Services	FTE	Benjamin Beachler	OH	01/26/2015		
Jay Torrell	Director, Publisher Services	FTE	Craig Amazeen	WA	06/01/2005		
Monika Samek	VP of Publisher Services	FTE	Benjamin Beachler	WA	04/01/2001		
Melissa Lockard	Director	FTE	Monka Samek	CA	04/18/2011		
Shawn Nustad	Director	FTE	Peter Ruprecht	MN	07/09/2007		
Jonathan Jacobino	Coordinator	FTE	Shawn Nustad	NY	05/19/2015		
Andrea Granucci	Vice President Yield Management	FTE	Craig Amazeen	NY	10/13/2014		
Spencer Winding	Ad Operations Manager	FTE	Andrea Granucci	NY	01/12/2015		
Casey Cosgrove	VP Product	FTE	Amazeen, Craig	MN	04/01/2009		
John DeFrance	Art Director	FTE	Peter Ruprecht	MN	09/25/2012		
Steven (Scott) Kennedy	Managing Editor	FTE	Craig Amazeen	GA	04/01/2002		
Michael Olson	Managing Editor	FTE	Craig Amazeen	WA	12/15/2014		
Jonathan Kahn	Associate Editor	FTE	Craig Amazeen	NY	05/02/2016		
Gayne Young	Editor	FTE	Scott Kennedy	TX	05/02/2016		
Michael Gregoire	Fantasy Tech	FTE	Craig Amazeen	AZ	05/19/2015		
Tracy Pierson	Director, Scouting	FTE	Craig Amazeen	CA	04/27/2015		

Gregory Biggins	Director, Scouting	FTE	Tracy Pierson	CA	03/07/2016	
John (Brandon) Huffman	Director, Scouting	FTE	Tracy Pierson	WA	03/07/2016	
Brian Dohn	Director, Scouting	FTE	Tracy Pierson	NY	03/07/2016	
Brian Simmons	Director, Scouting	FTE	Tracy Pierson	GA	03/07/2016	
Gregory Powers	Director, Scouting	FTE	Tracy Pierson	TX	03/07/2016	
Allen Trieu	Director, Scouting	FTE	Tracy Pierson	MI	03/07/2016	
Evan Daniels	Director, Scouting	FTE	Tracy Pierson	KY	03/07/2016	
Matt Puckett	Controller	FTE	Aamir Shibli	MN	11/18/2013	
Kevin Zanker	Sr Staff Accountant	FTE	Aamir Shibli	MN	05/24/1999	
Holly Hallquist	AP Manager	FTE	Aamir Shibli	MN	04/25/2011	

(a) Quarterly bonuses may be additive to these amounts.

**Schedule 5.18**

**Condition and Sufficiency of Assets**

None.