

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PACIFIC MEDIA GROUP, LLC		10/01/2002	LIMITED LIABILITY COMPANY: CALIFORNIA
PINPOINT MEDIA GROUP, INC.		10/01/2002	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	CALIFORNIA NEWSPAPERS PARTNERSHIP		
Composed Of:	COMPOSED OF WEST COAST MEDIANEWS LLC; DONREY NEWSPAPERS LLC; THE SUN COMPANY OF SAN BERNARDINO, CALIFORNIA; MEDIAWEST-SBC, INC.; CALIFORNIA NEWSPAPERS, INC.; MEDIAWEST-CNI, INC.		
Street Address:	21221 OXNARD STREET		
City:	WOODLAND HILLS		
State/Country:	CALIFORNIA		
Postal Code:	91367		
Entity Type:	PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2391262	"THE ORIGINAL" APARTMENT MAGAZINE	
CORRESPONDENCE DATA			
Fax Number:	(949)453-3311		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	949-453-7979		
Email:	markklein@kleinlawcorp.com		
Correspondent Name:	Mark D. Klein, Esq.		
Address Line 1:	15615 Alton Parkway		
Address Line 2:	Suite 175		
Address Line 4:	Irvine, CALIFORNIA 92618		
ATTORNEY DOCKET NUMBER:	CALIF NEWSPAPERS PARTNERS		

OP \$40.00 2391262

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TRADEMARK
REEL: 003263 FRAME: 0288

NAME OF SUBMITTER:	Mark D. Klein, Esq.
Signature:	/Mark D. Klein/
Date:	03/08/2006
Total Attachments: 6 source=ORIG-APT-ASSIGN#page1.tif source=ORIG-APT-ASSIGN#page2.tif source=ORIG-APT-ASSIGN#page3.tif source=ORIG-APT-ASSIGN#page4.tif source=ORIG-APT-ASSIGN#page5.tif source=ORIG-APT-ASSIGN#page6.tif	

BILL OF SALE

BILL OF SALE dated as of October 1, 2002 from (i) **PACIFIC MEDIA GROUP, LLC**, a California limited liability company and (ii) **PINPOINT MEDIA GROUP, INC.**, a California corporation (collectively, the "Sellers"), to **CALIFORNIA NEWSPAPERS PARTNERSHIP**, a Delaware general partnership ("Purchaser"). All capitalized terms used in this Bill of Sale and not otherwise defined herein shall have the meanings assigned thereto in this Letter Agreement dated September 6, 2002 (the "Agreement") by and between Sellers and Purchaser.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, Sellers, and each of them, hereby irrevocably sell, transfer, convey, assign and deliver to Purchaser, its successors and assigns, pursuant to the Agreement, all of Sellers' right, title and interest in and to the following items:

- (a) All furniture, fixtures, equipment, other tangible personal property, computer software and related hardware owned by Sellers, or any one of them, and any other such assets under leases to be assumed by Purchaser at the Closing which are used or held for future use in the operations of the Magazines, and all replacements thereof and additions thereto made in the ordinary course of business after the date of the Letter Agreement and prior to the Closing;
- (b) All circulation lists pertaining to the Magazines;
- (c) All inventories, if any, of paper, spare parts, supplies and other consumable items of standard commercial existing as of the Closing which are used or held for use in the Magazines' operations;
- (d) All existing books, papers, files and records of Sellers relating to the Magazines (exclusive of Sellers' income tax returns and exclusive of Sellers' corporate and limited liability company records not directly related to the operations, assets or liabilities of the Magazines), whether in hard copy, magnetic or other format, and all of Sellers' rights in all related software used in connection therewith, other than the original copies of Sellers' sales or property tax returns and such other original documents which are appropriately to be retained by Sellers, provided that Sellers, at their expense, shall furnish complete and accurate copies to Purchaser of all such original documents as Purchaser may reasonably request, and provided further that Sellers, at their expense, shall be permitted to retain copies of any of the foregoing for business records purposes;
- (e) The library of the Magazines, including but not limited to photographs, art, clippings, memorabilia, back issues of the Magazines and related reference materials; and

(f) All other assets, whether tangible or intangible, not hereinafter expressly mentioned which are now, or as of the Closing will be, used in or held for future use in or held for future use in the Magazines' operations, other than Excluded Assets.

TO HAVE AND TO HOLD the same, unto and for the use of Purchaser, its successors and assigns forever.

This Bill of Sale shall not sell, transfer, convey, assign or deliver to Purchaser any of Sellers' rights, title and interest in and to any of the Excluded Assets.

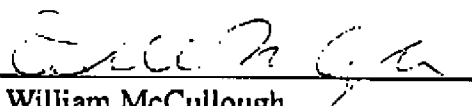
Sellers hereby agree, from time to time hereafter, upon Purchaser's request and without further consideration, to execute and deliver, or cause to be executed and delivered, all such further instruments of transfer, conveyance and assignment, and to take such further action, as Purchaser may deem necessary or desirable to effectively transfer, convey and assign to Purchaser, and to put Purchaser in actual possession and control of, the Magazines in accordance with the provisions of the Letter Agreement.

This Bill of Sale is made subject to, and with the benefit of, the respective representations, warranties, covenants, terms, conditions, limitations and other provisions of the Letter Agreement. In the event of any conflict or other inconsistency between this Bill of Sale and the Letter Agreement, the Letter Agreement shall govern and be the controlling document.

This Bill of Sale shall inure to the exclusive benefit of Purchaser, its successors and assigns, and shall be binding upon Sellers and each of them, and their respective successors and assigns.

IN WITNESS WHEREOF, Sellers have executed this Bill of Sale as of the date first above written.

PACIFIC MEDIA GROUP, LLC



William McCullough
Managing Member

PINPOINT MEDIA GROUP, INC.



William McCullough
President

ASSIGNMENT OF PURCHASED ASSETS

THIS ASSIGNMENT OF PURCHASED ASSETS is made as of October 1, 2002 by
(i) **PACIFIC MEDIA GROUP, LLC**, a California limited liability company and
(ii) **PINPOINT MEDIA GROUP, INC.**, a California corporation (collectively, the "Sellers"), to
CALIFORNIA NEWSPAPERS PARTNERSHIP, a Delaware general partnership
("Purchaser"). All capitalized terms used in this Assignment of Purchased Assets and not
otherwise defined herein shall have the meanings assigned thereto in the Letter Agreement dated
September 6, 2002 (the "Letter Agreement") by and between Sellers and Purchaser.

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FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which
is hereby acknowledged, and intending to be legally bound, Sellers hereby irrevocably sell,
transfer, convey, assign and deliver to Purchaser, its successors and assigns, pursuant to the
Agreement, all of Sellers' right, title and interest in and to all of the assets, property and goodwill
of Sellers relating to the Magazines (other than (i) the Excluded Assets and (ii) such inventory,
equipment, other tangible personal property, real property, and other assets as are being conveyed
or assigned by Sellers to Purchaser under separate instruments of transfer, conveyance and
assignment on the date hereof), including, without limitation, the following items:

(a) All orders for the sale of advertising which relate to the Magazines and which are
in existence as of the Closing;

(b) All rights and interests in and under all contracts, leases, permits, licenses,
authorizations and instruments pertaining to the Magazines which Purchaser elects in writing to
assume at Closing, including advertising sales and Magazines distribution contracts, contracts
with advertisers, supplier contracts, service contracts, software and related hardware licenses or
leases with respect to the Magazines, if any, and all subsequent additions or modifications thereto
in the ordinary course of business prior to the Closing;

(c) All surety bonds, surety deposits and security deposits posted by or on behalf of
Sellers as security for their or the Magazines' performance of any contract or other instrument
which Purchaser elects to assume at Closing;

(d) All prepaid expenses existing as of the Closing with respect to the Magazines'
operations which Purchaser elects to receive from Sellers at the Closing;

(e) All mastheads, trade names, trademarks, service marks, service names listed on
Schedule 1(h) attached hereto and other similar intangible rights and interest which are used or
useful in connection with the business and operations of the Magazines; and

(f) All of Sellers' trade accounts receivable relating to the Magazines which are
currently in existence and all other trade accounts receivable created in the ordinary course of
business of the Magazines between the date of the Letter Agreement and the Closing which
remain outstanding as of the Closing; and,

(g) all other assets, whether tangible or intangible, not hereinafter expressly

mentioned which are now, or as of the Closing will be, used in or held for future use in the Magazines' operations, or which are other than Excluded Assets.

TO HAVE AND TO HOLD the same, unto and for the use of Purchaser, its successors and assigns forever.

Sellers hereby agree, from time to time hereafter, upon Purchaser's request and without further consideration, to execute and deliver, or cause to be executed and delivered, all such further instruments of transfer, conveyance and assignment, and to take such further action, as Purchaser may deem necessary or desirable to effectively transfer, convey and assign to Purchaser, and to put Purchaser in actual possession and control of, the foregoing assets in accordance with the provisions of the Letter Agreement.

This Assignment of Purchased Assets is made subject to, and with the benefit of, the respective representations, warranties, covenants, terms, conditions, limitations and other provisions of the Letter Agreement. In the event of any conflict or other inconsistency between this Assignment of Purchased Assets and the Letter Agreement, the Letter Agreement shall govern and be the controlling document.

This Assignment of Purchased Assets shall inure to the exclusive benefit of Purchaser, its successors and assigns, and shall be binding upon Sellers, and each of them, and their successors and assigns.

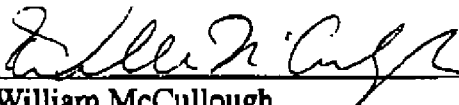
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Sellers has executed this Assignment of Purchased Assets as of the date first above written.

PACIFIC MEDIA GROUP, LLC


William McCullough
Managing Member

PINPOINT MEDIA GROUP, INC.


William McCullough
President

SCHEDULE 1(h)

<i>Domain Name</i>	<i>Registered With</i>	<i>Expiration Date</i>	<i>Login Name</i>	<i>Registrant</i>
aptmag.la	Dot LA	12/29/2002	pacmedllc	Pacific Media Group
aptmaginf.com	Register.com	10/29/2003	pinpointllc	Pacific Media Group
aptmagla.com	Register.com	10/29/2003	pinpointllc	Pacific Media Group
aptmagoc.com	Register.com	10/29/2003	pinpointllc	Pacific Media Group
APTMAG.COM	Verisign	7/27/2003	No login	Pacific Media Group
APTMAG.NET	Verisign	10/30/2003	No login	Pacific Media Group
APTMAG.ORG	Verisign	10/30/2003	No login	Pacific Media Group
APARTMENTMAG.COM	Verisign	7/27/2003	No login	Pacific Media Group
aptmagazine.cc	Register.com	7/17/2003	pacmedllc	Pacific Media Group
aptmagazine.net	Register.com	7/17/2003	pacmedllc	Pacific Media Group
aptmagazine.org	Register.com	7/17/2003	pacmedllc	Pacific Media Group
aptmagazine.tv	Register.com	7/17/2003	pacmedllc	Pacific Media Group
aptmagazine.ws	Register.com	7/17/2003	pacmedllc	Pacific Media Group