

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wells Fargo Bank, National Association, As Administrative Agent		10/07/2013	National Association: UNKNOWN

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Sandton Credit Solutions Master Fund III, LP as Administrative Agent
<b>Street Address:</b>	25 West 45th Street
<b>Internal Address:</b>	Suite 1205
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10036
<b>Entity Type:</b>	LIMITED PARTNERSHIP: CAYMAN ISLANDS

<b>PROPERTY NUMBERS Total: 18</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Serial Number:	75563102	AUTO PIX
Serial Number:	75572760	LOS ANGELES JOBS
Serial Number:	73811122	CLOSEOUT NEWS
Serial Number:	76052848	AUTO TRUCK BUYS
Serial Number:	76041339	BIG TRUCK BUYS & EQUIPMENT
Serial Number:	75573026	INLAND EMPIRE JOBS
Serial Number:	73381087	QUIK QUARTER
Serial Number:	78663609	TRUCKER'S CONNECTION
Serial Number:	75402411	INDEPENDENT CONTRACTOR
Serial Number:	77346559	CLASSIFIED FLEA MARKET
Serial Number:	77664265	TRADE EXPRESS
Serial Number:	77664282	TRUCKING 2000

OP \$465.00 75563102

Serial Number:	75321989	RECYCLER.COM
Serial Number:	75321990	RECYCLER CLASSIFIEDS
Serial Number:	75272447	TRUCK BUYS
Serial Number:	77794365	CYCLE FOCUS
Serial Number:	77794507	DOWN TIME
Serial Number:	85132662	AUTOFOCUS

**CORRESPONDENCE DATA**

Fax Number: 9175990446  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 2124447200  
Email: abrunetti@sandtoncapital.com  
Correspondent Name: Allyson Brunetti  
Address Line 1: 25 West 45th Street  
Address Line 2: Suite 1205  
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Allyson M. Brunetti
Signature:	/Allyson M Brunetti/
Date:	10/07/2013

Total Attachments: 36  
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## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Assignment") is dated as of the Effective Date set forth below and is entered into by and between ANTARES CAPITAL CORPORATION (the "Assignor") and SANDTON CREDIT SOLUTIONS MASTER FUND III, LP (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Third Amended and Restated Credit Agreement identified below, as amended, restated, supplemented or otherwise modified to the date hereof (said Third Amended and Restated Credit Agreement, as so amended, restated, supplemented or otherwise modified, being the "Credit Agreement"), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions, attached hereto as Annex 1, and the Credit Agreement, as of the Effective Date inserted by Administrative Agent as contemplated below, the interest in and to all of the Assignor's rights and obligations under the Credit Agreement and any other documents or instruments delivered pursuant thereto that represents the amount and percentage interest identified below of all of the Assignor's outstanding rights and obligations under the respective facilities identified below (the "Assigned Interest"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment, without representation or warranty by the Assignor.

1. Assignor: ANTARES CAPITAL CORPORATION
2. Assignee: SANDTON CREDIT SOLUTIONS MASTER FUND III, LP
3. Borrower: Target Media Partners Operating Company, LLC, a Delaware limited liability company, formerly Target Media Partners Operating Company, a Nevada corporation
4. Administrative Agent: Wells Fargo Bank, National Association, as the administrative agent under the Credit Agreement
5. Credit Agreement: The Third Amended and Restated Credit Agreement dated as of October 18, 2010 among Borrower, Target Media Partners, a Delaware corporation, formerly Target Media Partners, a Nevada corporation, the financial institutions listed therein as Lenders, and Wells Fargo Bank, National Association, as Administrative Agent.
6. Assigned Interest:


Facility Assigned	Aggregate Amount of Commitment/Loans for all Lenders	Amount of Commitment/Loans Assigned	Percentage Assigned of Commitment/Loans
Tranche A Term Loans	\$33,493,722.10	\$2,970,479.39	8.868764663%
Tranche B Term Loans	\$23,093,849.00	\$1,161,690.59	5.030303047%

Effective Date: September 20, 2013

The terms set forth in this Assignment are hereby agreed to:

ASSIGNOR

ANTARES CAPITAL CORPORATION

By:   
 Title: Duly Authorized Signatory

ASSIGNEE

SANDTON CREDIT SOLUTIONS MASTER  
 FUND III, LP

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

Facility Assigned	Aggregate Amount of Commitment/Loans for all Lenders	Amount of Commitment/Loans Assigned	Percentage Assigned of Commitment/Loans
Tranche A Term Loans	\$33,493,722.10	\$2,970,479.39	8.868764663%
Tranche B Term Loans	\$23,093,849.00	\$1,161,690.59	5.030303047%

Effective Date: September 20, 2013

The terms set forth in this Assignment are hereby agreed to:

ASSIGNOR

ANTARES CAPITAL CORPORATION

By: \_\_\_\_\_  
Title: Duly Authorized Signatory

ASSIGNEE

SANDTON CREDIT SOLUTIONS MASTER  
FUND III, LP

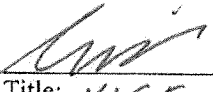
By: Sandton Credit Solutions III GP, LLC,  
its general partner

By: Sandton Fund Advisors, LLC, its  
managing member

By: Thomas H. Wood  
Title: Thomas H. Wood, Managing Partner

Consented to and Accepted:

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By:   
Title: VICE PRESIDENT

## TARGET MEDIA PARTNERS OPERATING COMPANY, LLC

STANDARD TERMS AND CONDITIONS FOR  
ASSIGNMENT AGREEMENT

## 1. Representations and Warranties.

1.1 Assignor. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with any Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement or any other instrument or document delivered pursuant thereto, other than this Assignment (herein collectively the "**Loan Documents**"), or any collateral thereunder, (iii) the financial condition of Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2 Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it meets all requirements of an Eligible Assignee under the Credit Agreement, (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to subsection 6.1A thereof, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and to purchase the Assigned Interest on the basis of which it has made such analysis and decision, and (v) if it is a Non-US Lender, attached to the Assignment is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by the Assignee; and (b) agrees that (i) it will, independently and without reliance on Administrative Agent, the Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Payments. From and after the Effective Date, Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignor for amounts which have accrued to but excluding the Effective Date and to the Assignee for amounts which have accrued from and after the Effective Date.



3. General Provisions. This Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment by electronic transmission (e-mail, telecopy, etc.) shall be effective as delivery of a manually executed counterpart of this Assignment. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Assignment") is dated as of the Effective Date set forth below and is entered into by and between GE BUSINESS FINANCIAL SERVICES INC. (the "Assignor") and SANDTON CREDIT SOLUTIONS MASTER FUND III, LP (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Third Amended and Restated Credit Agreement identified below, as amended, restated, supplemented or otherwise modified to the date hereof (said Third Amended and Restated Credit Agreement, as so amended, restated, supplemented or otherwise modified, being the "Credit Agreement"), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions, attached hereto as Annex 1, and the Credit Agreement, as of the Effective Date inserted by Administrative Agent as contemplated below, the interest in and to all of the Assignor's rights and obligations under the Credit Agreement and any other documents or instruments delivered pursuant thereto that represents the amount and percentage interest identified below of all of the Assignor's outstanding rights and obligations under the respective facilities identified below (the "Assigned Interest"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment, without representation or warranty by the Assignor.

1. Assignor: GE BUSINESS FINANCIAL SERVICES INC.
2. Assignee: SANDTON CREDIT SOLUTIONS MASTER FUND III, LP
3. Borrower: Target Media Partners Operating Company, LLC, a Delaware limited liability company, formerly Target Media Partners Operating Company, a Nevada corporation
4. Administrative Agent: Wells Fargo Bank, National Association, as the administrative agent under the Credit Agreement
5. Credit Agreement: The Third Amended and Restated Credit Agreement dated as of October 18, 2010 among Borrower, Target Media Partners, a Delaware corporation, formerly Target Media Partners, a Nevada corporation, the financial institutions listed therein as Lenders, and Wells Fargo Bank, National Association, as Administrative Agent.
6. Assigned Interest:

Facility Assigned	Aggregate Amount of Commitment/Loans for all Lenders	Amount of Commitment/Loans Assigned	Percentage Assigned of Commitment/Loans
Tranche A Term Loans	\$33,493,722.10	\$3,327,196.03	9.933790040%
Tranche B Term Loans	\$23,093,849.00	\$2,231,289.76	9.661835755%

Effective Date: September 20, 2013

The terms set forth in this Assignment are hereby agreed to:

ASSIGNOR

GE BUSINESS FINANCIAL SERVICES INC.

By:   
 Title: Duly Authorized Signatory

ASSIGNEE

SANDTON CREDIT SOLUTIONS MASTER  
 FUND III, LP

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

Facility Assigned	Aggregate Amount of Commitment/Loans for all Lenders	Amount of Commitment/Loans Assigned	Percentage Assigned of Commitment/Loans
Tranche A Term Loans	\$33,493,722.10	\$3,327,196.03	9.933790040%
Tranche B Term Loans	\$23,093,849.00	\$2,231,289.76	9.661835755%

Effective Date: September 20, 2013

The terms set forth in this Assignment are hereby agreed to:

ASSIGNOR

GE BUSINESS FINANCIAL SERVICES INC.

By: \_\_\_\_\_  
Title: Duly Authorized Signatory

ASSIGNEE

SANDTON CREDIT SOLUTIONS MASTER  
FUND III, LP

By: Sandton Credit Solutions III GP, LLC,  
its general partner  
By: Sandton Fund Advisors, LLC, its  
managing member  
By: Thomas H. Wood  
Title: Thomas H. Wood, Managing Partner

Consented to and Accepted:

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By:   
Title: VICE PRESIDENT

## TARGET MEDIA PARTNERS OPERATING COMPANY, LLC

STANDARD TERMS AND CONDITIONS FOR  
ASSIGNMENT AGREEMENT

## 1. Representations and Warranties.

1.1 Assignor. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with any Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement or any other instrument or document delivered pursuant thereto, other than this Assignment (herein collectively the "**Loan Documents**"), or any collateral thereunder, (iii) the financial condition of Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2 Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it meets all requirements of an Eligible Assignee under the Credit Agreement, (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to subsection 6.1A thereof, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and to purchase the Assigned Interest on the basis of which it has made such analysis and decision, and (v) if it is a Non-US Lender, attached to the Assignment is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by the Assignee; and (b) agrees that (i) it will, independently and without reliance on Administrative Agent, the Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Payments. From and after the Effective Date, Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignor for amounts which have accrued to but excluding the Effective Date and to the Assignee for amounts which have accrued from and after the Effective Date.

3. General Provisions. This Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment by electronic transmission (e-mail, telecopy, etc.) shall be effective as delivery of a manually executed counterpart of this Assignment. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Assignment") is dated as of the Effective Date set forth below and is entered into by and between GENERAL ELECTRIC CAPITAL CORPORATION (the "Assignor") and SANDTON CREDIT SOLUTIONS MASTER FUND III, LP (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Third Amended and Restated Credit Agreement identified below, as amended, restated, supplemented or otherwise modified to the date hereof (said Third Amended and Restated Credit Agreement, as so amended, restated, supplemented or otherwise modified, being the "Credit Agreement"), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions, attached hereto as Annex 1, and the Credit Agreement, as of the Effective Date inserted by Administrative Agent as contemplated below, the interest in and to all of the Assignor's rights and obligations under the Credit Agreement and any other documents or instruments delivered pursuant thereto that represents the amount and percentage interest identified below of all of the Assignor's outstanding rights and obligations under the respective facilities identified below (the "Assigned Interest"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment, without representation or warranty by the Assignor.

1. Assignor: GENERAL ELECTRIC CAPITAL CORPORATION
2. Assignee: SANDTON CREDIT SOLUTIONS MASTER FUND III, LP
3. Borrower: Target Media Partners Operating Company, LLC, a Delaware limited liability company, formerly Target Media Partners Operating Company, a Nevada corporation
4. Administrative Agent: Wells Fargo Bank, National Association, as the administrative agent under the Credit Agreement
5. Credit Agreement: The Third Amended and Restated Credit Agreement dated as of October 18, 2010 among Borrower, Target Media Partners, a Delaware corporation, formerly Target Media Partners, a Nevada corporation, the financial institutions listed therein as Lenders, and Wells Fargo Bank, National Association, as Administrative Agent.
6. Assigned Interest:



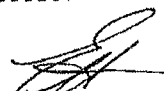
Facility Assigned	Aggregate Amount of Commitment/Loans for all Lenders	Amount of Commitment/Loans Assigned	Percentage Assigned of Commitment/Loans
Tranche A Term Loans	\$33,493,722.10	\$7,043,825.26	21.030285135%
Tranche B Term Loans	\$23,093,849.00	\$4,723,741.84	20.454545451%

Effective Date: September 20, 2013

The terms set forth in this Assignment are hereby agreed to:

ASSIGNOR

GENERAL ELECTRIC CAPITAL CORPORATION

By:   
 Title: Duly Authorized Signatory

ASSIGNEE

SANDTON CREDIT SOLUTIONS MASTER FUND III, LP

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

Facility Assigned	Aggregate Amount of Commitment/Loans for all Lenders	Amount of Commitment/Loans Assigned	Percentage Assigned of Commitment/Loans
Tranche A Term Loans	\$33,493,722.10	\$7,043,825.26	21.030285135%
Tranche B Term Loans	\$23,093,849.00	\$4,723,741.84	20.454545451%

Effective Date: September 20, 2013

The terms set forth in this Assignment are hereby agreed to:

ASSIGNOR

GENERAL ELECTRIC CAPITAL CORPORATION

By: \_\_\_\_\_  
Title: Duly Authorized Signatory

ASSIGNEE

SANDTON CREDIT SOLUTIONS MASTER FUND III, LP


By: SANDTON CREDIT SOLUTIONS III GP, LLC, its general partner

By: SANDTON FUND ADVISORS, LLC  
~~Title:~~ its managing member

By: Thomas H. Wood  
Thomas H. Wood, Managing Partner

Consented to and Accepted:

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By:   
Title: VICE PRESIDENT

Consented to:

TARGET MEDIA PARTNERS OPERATING COMPANY, LLC

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

## TARGET MEDIA PARTNERS OPERATING COMPANY, LLC

STANDARD TERMS AND CONDITIONS FOR  
ASSIGNMENT AGREEMENT

## 1. Representations and Warranties.

1.1 Assignor. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with any Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement or any other instrument or document delivered pursuant thereto, other than this Assignment (herein collectively the "Loan Documents"), or any collateral thereunder, (iii) the financial condition of Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2 Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it meets all requirements of an Eligible Assignee under the Credit Agreement, (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to subsection 6.1A thereof, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and to purchase the Assigned Interest on the basis of which it has made such analysis and decision, and (v) if it is a Non-US Lender, attached to the Assignment is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by the Assignee; and (b) agrees that (i) it will, independently and without reliance on Administrative Agent, the Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

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## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Assignment") is dated as of the Effective Date set forth below and is entered into by and between NAVIGATOR CDO 2005, LTD. (the "Assignor") and SANDTON CREDIT SOLUTIONS MASTER FUND III, LP (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Third Amended and Restated Credit Agreement identified below, as amended, restated, supplemented or otherwise modified to the date hereof (said Third Amended and Restated Credit Agreement, as so amended, restated, supplemented or otherwise modified, being the "Credit Agreement"), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment as if set forth herein in full.

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1. Assignor: NAVIGATOR CDO 2005, LTD.
2. Assignee: SANDTON CREDIT SOLUTIONS MASTER FUND III, LP
3. Borrower: Target Media Partners Operating Company, LLC, a Delaware limited liability company, formerly Target Media Partners Operating Company, a Nevada corporation
4. Administrative Agent: Wells Fargo Bank, National Association, as the administrative agent under the Credit Agreement
5. Credit Agreement: The Third Amended and Restated Credit Agreement dated as of October 18, 2010 among Borrower, Target Media Partners, a Delaware corporation, formerly Target Media Partners, a Nevada corporation, the financial institutions listed therein as Lenders, and Wells Fargo Bank, National Association, as Administrative Agent.
6. Assigned Interest:

Facility Assigned	Aggregate Amount of Commitment/Loans for all Lenders	Amount of Commitment/Loans Assigned	Percentage Assigned of Commitment/Loans
Tranche B Term Loans	\$23,093,849.00	\$1,462,610.44	6.333333333%

Effective Date: September 10, 2013

The terms set forth in this Assignment are hereby agreed to:

ASSIGNOR

NAVIGATOR CDO 2005, LTD.

By: CIFC Asset Management LLC, as Collateral Manager

By: 

Title: Duly Authorized Signatory  
**Christopher M. Errico**  
 Vice President of Operations

ASSIGNEE

SANDTON CREDIT SOLUTIONS MASTER FUND III, LP

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

Title: \_\_\_\_\_

Facility Assigned	Aggregate Amount of Commitment/Loans for all Lenders	Amount of Commitment/Loans Assigned	Percentage Assigned of Commitment/Loans
Tranche B Term Loans	\$23,093,849.00	\$1,462,610.44	6.333333333%

Effective Date: September 20, 2013

The terms set forth in this Assignment are hereby agreed to:

ASSIGNOR

NAVIGATOR CDO 2005, LTD.

By: CIFC Asset Management, as Collateral Manager

By: \_\_\_\_\_  
Title: Duly Authorized Signatory

ASSIGNEE

SANDTON CREDIT SOLUTIONS MASTER FUND III, LP

By: SANDTON CREDIT SOLUTIONS III GP, LLC,  
its general partner

By: SANDTON FUND ADVISORS, LLC,  
its managing member  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: Thomas H. Wood  
Thomas H. Wood, Managing Partner



Consented to and Accepted:

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By:   
Title: VICE PRESIDENT

Consented to:

TARGET MEDIA PARTNERS OPERATING COMPANY, LLC

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

## TARGET MEDIA PARTNERS OPERATING COMPANY, LLC

STANDARD TERMS AND CONDITIONS FOR  
ASSIGNMENT AGREEMENT

## 1. Representations and Warranties.

1.1 Assignor. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with any Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement or any other instrument or document delivered pursuant thereto, other than this Assignment (herein collectively the "**Loan Documents**"), or any collateral thereunder, (iii) the financial condition of Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2 Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it meets all requirements of an Eligible Assignee under the Credit Agreement, (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to subsection 6.1A thereof, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and to purchase the Assigned Interest on the basis of which it has made such analysis and decision, and (v) if it is a Non-US Lender, attached to the Assignment is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by the Assignee; and (b) agrees that (i) it will, independently and without reliance on Administrative Agent, the Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Payments. From and after the Effective Date, Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignor for amounts which have accrued to but excluding the Effective Date and to the Assignee for amounts which have accrued from and after the Effective Date.

3. General Provisions. This Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment by electronic transmission (e-mail, telecopy, etc.) shall be effective as delivery of a manually executed counterpart of this Assignment. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Assignment") is dated as of the Effective Date set forth below and is entered into by and between RBS CITIZENS, NATIONAL ASSOCIATION (the "Assignor") and SANDTON CREDIT SOLUTIONS MASTER FUND III, LP (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Third Amended and Restated Credit Agreement identified below, as amended, restated, supplemented or otherwise modified to the date hereof (said Third Amended and Restated Credit Agreement, as so amended, restated, supplemented or otherwise modified, being the "Credit Agreement"), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions, attached hereto as Annex 1, and the Credit Agreement, as of the Effective Date inserted by Administrative Agent as contemplated below, the interest in and to all of the Assignor's rights and obligations under the Credit Agreement and any other documents or instruments delivered pursuant thereto that represents the amount and percentage interest identified below of all of the Assignor's outstanding rights and obligations under the respective facilities identified below (the "Assigned Interest"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment, without representation or warranty by the Assignor.

1. Assignor: RBS CITIZENS, NATIONAL ASSOCIATION
2. Assignee: SANDTON CREDIT SOLUTIONS MASTER FUND III, LP
3. Borrower: Target Media Partners Operating Company, LLC, a Delaware limited liability company, formerly Target Media Partners Operating Company, a Nevada corporation
4. Administrative Agent: Wells Fargo Bank, National Association, as the administrative agent under the Credit Agreement
5. Credit Agreement: The Third Amended and Restated Credit Agreement dated as of October 18, 2010 among Borrower, Target Media Partners, a Delaware corporation, formerly Target Media Partners, a Nevada corporation, the financial institutions listed therein as Lenders, and Wells Fargo Bank, National Association, as Administrative Agent
6. Assigned Interest:

Facility Assigned	Aggregate Amount of Commitment/Loans for all Lenders	Amount of Commitment/Loans Assigned	Percentage Assigned of Commitment/Loans
Tranche A Term Loans	\$33,493,722.10	\$7,043,825.23	21.030285135%
Tranche B Term Loans	\$23,093,849.00	\$4,723,741.83	20.454545451%

Effective Date: September 20, 2013

The terms set forth in this Assignment are hereby agreed to:

ASSIGNOR

RBS CITIZENS, NATIONAL ASSOCIATION

By: 

Title: Senior Vice President

ASSIGNEE

SANDTON CREDIT SOLUTIONS MASTER FUND III, LP

By: SANDTON CREDIT SOLUTIONS III GP, LLC, its general partner

By: SANDTON FUND ADVISORS, LLC, its Managing Member

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

Thomas H. Wood, Managing Partner

Facility Assigned	Aggregate Amount of Commitment/Loans for all Lenders	Amount of Commitment/Loans Assigned	Percentage Assigned of Commitment/Loans
Tranche A Term Loans	\$33,493,722.10	\$7,043,825.23	21.030285135%
Tranche B Term Loans	\$23,093,849.00	\$4,723,741.83	20.454545451%

Effective Date: September 20, 2013

The terms set forth in this Assignment are hereby agreed to:

ASSIGNOR

RBS CITIZENS, NATIONAL ASSOCIATION

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

ASSIGNEE

SANDTON CREDIT SOLUTIONS MASTER FUND III, LP

By: SANDTON CREDIT SOLUTIONS III  
GP, LLC, its general partner

By: SANDTON FUND ADVISORS, LLC,  
its Managing Member

By: Thomas H. Wood  
Thomas H. Wood, Managing Partner

Consented to and Accepted:

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By: 

Title: VICE PRESIDENT

529-015/CERTS/3970276.1

TRADEMARK  
REEL: 005126 FRAME: 0832

## TARGET MEDIA PARTNERS OPERATING COMPANY, LLC

STANDARD TERMS AND CONDITIONS FOR  
ASSIGNMENT AGREEMENT

## 1. Representations and Warranties.

1.1 Assignor. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with any Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement or any other instrument or document delivered pursuant thereto, other than this Assignment (herein collectively the "Loan Documents"), or any collateral thereunder, (iii) the financial condition of Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2 Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it meets all requirements of an Eligible Assignee under the Credit Agreement, (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to subsection 6.1A thereof, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and to purchase the Assigned Interest on the basis of which it has made such analysis and decision, and (v) if it is a Non-US Lender, attached to the Assignment is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by the Assignee; and (b) agrees that (i) it will, independently and without reliance on Administrative Agent, the Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Payments. From and after the Effective Date, Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignor for amounts which have accrued to but excluding the



Effective Date and to the Assignee for amounts which have accrued from and after the Effective Date.

3. General Provisions. This Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment by electronic transmission (e-mail, telecopy, etc.) shall be effective as delivery of a manually executed counterpart of this Assignment. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the “**Assignment**”) is dated as of the Effective Date set forth below and is entered into by and between WELLS FARGO BANK, NATIONAL ASSOCIATION (the “**Assignor**”) and SANDTON CREDIT SOLUTIONS MASTER FUND III, LP (the “**Assignee**”). Capitalized terms used but not defined herein shall have the meanings given to them in the Third Amended and Restated Credit Agreement identified below, as amended, restated, supplemented or otherwise modified to the date hereof (said Third Amended and Restated Credit Agreement, as so amended, restated, supplemented or otherwise modified, being the “**Credit Agreement**”), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions, attached hereto as Annex 1, and the Credit Agreement, as of the Effective Date inserted by Administrative Agent as contemplated below, the interest in and to all of the Assignor’s rights and obligations under the Credit Agreement and any other documents or instruments delivered pursuant thereto that represents the amount and percentage interest identified below of all of the Assignor’s outstanding rights and obligations under the respective facilities identified below (the “**Assigned Interest**”). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment, without representation or warranty by the Assignor.

1. Assignor: WELLS FARGO BANK, NATIONAL ASSOCIATION
2. Assignee: SANDTON CREDIT SOLUTIONS MASTER FUND III, LP
3. Borrower: Target Media Partners Operating Company, LLC, a Delaware limited liability company, formerly Target Media Partners Operating Company, a Nevada corporation
4. Administrative Agent: Wells Fargo Bank, National Association, as the administrative agent under the Credit Agreement
5. Credit Agreement: The Third Amended and Restated Credit Agreement dated as of October 18, 2010 among Borrower, Target Media Partners, a Delaware corporation, formerly Target Media Partners, a Nevada corporation, the financial institutions listed therein as Lenders, and Wells Fargo Bank, National Association, as Administrative Agent.
6. Assigned Interest:

Facility Assigned	Aggregate Amount of Commitment/Loans for all Lenders	Amount of Commitment/Loans Assigned	Percentage Assigned of Commitment/Loans
Tranche A Term Loans	\$33,493,722.10	\$13,108,396.19	39.1368751%
Tranche B Term Loans	\$23,093,849.00	\$8,790,774.54	38.0654370%

Effective Date: September 20, 2013

The terms set forth in this Assignment are hereby agreed to:

ASSIGNOR

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: 

Title: Duly Authorized Signatory

ASSIGNEE

SANDTON CREDIT SOLUTIONS MASTER FUND III, LP

By: SANDTON CREDIT SOLUTIONS III GP, LLC, its general partner

By: SANDTON FUND ADVISORS, LLC, its Managing Member

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

Thomas H. Wood, Managing Partner

Facility Assigned	Aggregate Amount of Commitment/Loans for all Lenders	Amount of Commitment/Loans Assigned	Percentage Assigned of Commitment/Loans
Tranche A Term Loans	\$33,493,722.10	\$13,108,396.19	39.1368751%
Tranche B Term Loans	\$23,093,849.00	\$8,790,774.54	38.0654370%

Effective Date: September 20, 2013

The terms set forth in this Assignment are hereby agreed to:

ASSIGNOR

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Title: Duly Authorized Signatory

ASSIGNEE

SANDTON CREDIT SOLUTIONS MASTER FUND III, LP

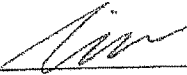
By: SANDTON CREDIT SOLUTIONS III GP, LLC, its general partner

By: SANDTON FUND ADVISORS, LLC, its Managing Member

By:   
Thomas H. Wood, Managing Partner

Consented to and Accepted:

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By:   
Title: CRAG WELER  
VICE PRESIDENT

Consented to:

TARGET MEDIA PARTNERS OPERATING COMPANY, LLC

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

**TARGET MEDIA PARTNERS OPERATING COMPANY, LLC****STANDARD TERMS AND CONDITIONS FOR  
ASSIGNMENT AGREEMENT****1. Representations and Warranties.**

1.1 Assignor. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with any Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement or any other instrument or document delivered pursuant thereto, other than this Assignment (herein collectively the “**Loan Documents**”), or any collateral thereunder, (iii) the financial condition of Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2 Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it meets all requirements of an Eligible Assignee under the Credit Agreement, (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to subsection 6.1A thereof, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and to purchase the Assigned Interest on the basis of which it has made such analysis and decision, and (v) if it is a Non-US Lender, attached to the Assignment is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by the Assignee; and (b) agrees that (i) it will, independently and without reliance on Administrative Agent, the Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Payments. From and after the Effective Date, Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignor for amounts which have accrued to but excluding the Effective Date and to the Assignee for amounts which have accrued from and after the Effective Date.

3. General Provisions. This Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment by electronic transmission (e-mail, telecopy, etc.) shall be effective as delivery of a manually executed counterpart of this Assignment. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.