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(5) All rights to the print and electronic archives of the Cleveland Free Times publications and articles on a non-exclusive basis;

(6) All assets used in the publication of the Cleveland Free Times, including all distribution racks, street distribution boxes, permits and licenses for individual distribution racks and boxes, route sheets, and leases or other rights to real property from which Village Voice Media published the Cleveland Free Times; and

(7) All other tangible and intangible assets used in the publication of the Cleveland Free Times, including, but not limited to: All other leases; all licenses, permits and authorizations issued by any governmental organization; all contracts, terming arrangements, agreements, commitments, certifications, and understanding, including supply agreements, all customer lists, contracts, accounts, and credit records; all agreements with retailers, wholesalers, or any other person regarding the sale, promotion, marketing, advertising or placement of such products; all graphics and artwork relating to the Cleveland Free Times; all other records stored in the office of, or generated by or for, the Cleveland Free Times; all technical information, computer software and related documentation, and know-how, and information relating to plans for, or improvements to, the Cleveland Free Times; all research, packaging, sales, marketing, advertising and distribution know-how, information, data, and documentation, including marketing and sales data, and layout designs, and manuals and technical information Village Voice Media provided to any of its Cleveland Free Times employees, customers, suppliers, agents or licensees; and all specifications for materials.

(D) "Divestiture assets" means the *Cleveland Free Times* Assets and the *New Times LA* Assets.

(E) "Greater Cleveland area" means the counties of Cuyahoga, Lake, Geauga, Portage, Summit, Medina and Lorain in the state of Ohio.

(F) "Greater Los Angeles area" means the counties of Los Angeles, Orange, San Bernardino, Riverside and Ventura in the state of California.

(G) "New Times" means defendant NT Media, LLC, a limited liability company organized and existing under the laws of the State of Delaware with its headquarters in Phoenix, Arizona, its successor and assigns, and its subsidiaries, divisions, groups,

affiliates, partnerships and joint ventures, including without limitation Cleveland Scene, LLC, and New Times Los Angeles, LP, and their directors, officers, managers, agents, and employees.

(H) "*New Times LA* Assets" means all assets within the possession, custody or control of New Times and Village Voice Media that were formerly employed in the publication of the *New Times LA* alternative newsweekly in the Greater Los Angeles area by New Times before October 1, 2002, including, but not limited to:

(1) Subject to the provisions of section V(K) of the proposed final judgment, all rights to the *New Times LA*, *LA Reader* and *LA View* names (including any derivations thereof), logos, layout and design, including all legal rights, including intellectual property rights associated with the *New Times LA*, *LA Reader* and *LA View*, including trademarks, trade names, service names, service marks, designs, trade dress, patents, copyrights and all licenses and sublicenses to such intellectual property to the fullest extent sublicensable (provided that, with respect to any rights not legally transferable, New Times shall assist, and neither impede nor hinder, the Acquirer in negotiating with, and obtaining all necessary legal rights from, the third party who controls such rights);

(2) All computer hardware, software, and licensing agreements connected with that software to the fullest extent sublicensable, which are associated primarily with the publication of the *New Times LA*, including all rights to the *New Times LA* website and URL (www.newtimesla.com); all information relating to the *New Times LA* stored on the computer hardware, including all design templates and databases; New Times shall provide in the original format to the Acquirer (if such format is not readable or usable by commercially available software, then New Times shall provide such data in such format the Acquirer may reasonably specify) all other information relating to the publication of *New Times LA* stored on New Times's computer hardware (provided that, with respect to any rights not legally transferable, New Times shall assist, and neither impede nor hinder, the acquirer in negotiating with, and obtaining all necessary legal rights from, the third party who controls such rights);

(3) All office furniture, telephone systems, T-1 lines, fax machines, copy machines, stationery, business cards, rate kits, and all other supplies and equipment used by the *New Times LA*;

(4) All rights to the print and electronic archives of *New Times LA* publications and articles on a non-exclusive basis;

(5) All graphics and artworks used in the publication of the *New Times LA* and New Times's other alternative newsweeklies as of October 1, 2002, on a non-exclusive basis;

(6) All assets used in the publication of the *New Times LA*, including all distribution racks, street distribution boxes, permits and licenses for individual distribution racks and boxes, route sheets, and leases or other rights to real property from which New Times published the *New Times LA*; and

(7) All other tangible and intangible assets used in the publication of the *New Times LA*, including, but not limited to: all other leases; all licenses, permits and authorizations issued by any governmental organization; all contracts, teaming arrangements, agreements, commitments, certifications, and understandings, including supply agreements; all customer lists, contracts, accounts, and credit records; all agreements with retailers, wholesalers, or any other person regarding the sale, promotion, marketing, advertising or placement of such products; all graphics and artwork relating exclusively to the *New Times LA*; all other records stored in the offices of, or generated by or for, the *New Times LA*; all technical information, computer software and related documentation, and know-how, and information relating to plans for, or improvements to, the *New Times LA*; all research, packaging, sales, marketing, advertising, and distribution know-how, information, data and documentation, including marketing and sales data, and layout designs used exclusively in, or which relate exclusively to, the publication of the *New Times LA* (and copies of such know-how, information, data and documentation which relates to the publication of the *New Times LA*); all manuals and technical information New Times provided to any of its *New Times LA* employees, customers, suppliers, agents or licensees; and all specifications for materials.

(I) "Publication" means all activities associated with the business of offering an alternative newsweekly to the public as a commercial endeavor, including, but not limited to, editing, writing, printing, circulating, operating, marketing, and distributing such alternative newsweeklies, and selling advertisements and promotions therein.

(J) "State Attorneys General" means the Office of the Attorney General of the State of Ohio and the Office of the