

exclusively on one specific topic, such as music, entertainment, religion, the environment, or a political party or organization.

(C) "California Attorney General" means the Office of the Attorney General of the State of California, who may share information and consult with the Office of the Los Angeles County District Attorney on any matters arising under this final judgment.

(D) "Cleveland Asset Purchase Agreement" means the Asset Purchase Agreement by and among Cleveland Free Times Media, Inc., Cleveland Scene, LLC, Village Voice Media, LLC, and NT Media, LLC, dated October 1, 2002, and any agreements ancillary thereto.

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

(1) All rights to the Cleveland Free Times name (and any derivations thereof), logo, layout and design, including all legal rights, including intellectual property rights associated with the Cleveland Free Times, 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, Village Voice Media 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) Except for the payroll systems located in New York, New York, all computer hardware, software and licensing agreements connected with that software to the fullest extent sublicensable (provided that, with respect to any rights not legally transferable, Village Voice Media 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); and all information relating to the Cleveland Free Times stored on the computer hardware, including all design templates and databases;

(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 Cleveland Free Times;

(4) All rights to the Cleveland Free Times website and URL ([www.freetimes.com](http://www.freetimes.com));

(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, 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 to the Cleveland Free Times; all other records stored in the offices 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; all 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.

(F) "Cleveland Scene termination period" means the period of time beginning October 1, 2002, and ending 30 calendar days after consummation of the divestiture of the Cleveland Free Times assets.

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

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

(I) "Greater Los Angeles area" means the counties of Los Angeles, Orange,

San Bernardino, Riverside and Ventura in the state of California.

(J) "Los Angeles asset purchase agreement" means the asset purchase agreement among LA Weekly Media, Inc., New Times Los Angeles, LP, Village Voice Media, LLC, and NT Media, LLC, dated October 1, 2002, and any agreements ancillary thereto.

(K) "LA Weekly termination period" means the period of time beginning October 1, 2002, and ending 30 calendar days after consummation of the divestiture of the New Times LA assets.

(L) "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 successors 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.

(M) "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), 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](http://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