

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13D

[Rule 13d-101]

**INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT
TO § 240.13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO
§ 240.13d-1(a)**

(Amendment No.)*

Tiger Media, Inc.

(Name of Issuer)

Ordinary Shares, par value, \$0.0001 per share

(Title and Class of Securities)

G88685105

(CUSIP Number)

Joshua B. Weingard, Esq.

Tiger Media, Inc.

4400 Biscayne Blvd.

Miami, FL 33137

(305) 575-4602

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

June 17, 2013

(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	NAME OF REPORTING PERSON MOJICA LIMITED	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION British Virgin Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
	8	SHARED VOTING POWER 2,052,239 ⁽¹⁾
	9	SOLE DISPOSITIVE POWER
	10	SHARED DISPOSITIVE POWER 2,052,239 ⁽¹⁾
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,052,239 ⁽¹⁾	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 6.37%	
14	TYPE OF REPORTING PERSON CO	

⁽¹⁾ MOJICA LIMITED ("MOJICA") holds 2,052,239 ordinary shares of Tiger Media, Inc. (the "Company") as nominee for Symbol Media, Inc. ("Symbol Media"), which acquired the shares pursuant to an Asset Purchase Agreement, dated June 17, 2013, as described in Item 3 of this Schedule 13D. Both MOJICA and Symbol Media are owned 24.5% by TGC Partners Limited and 75.5% by Stephen Zhu.

1	NAME OF REPORTING PERSON TGC Partners Limited	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION British Virgin Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 800,000 ⁽²⁾
	8	SHARED VOTING POWER 2,052,239 ⁽³⁾
	9	SOLE DISPOSITIVE POWER 800,000 ⁽²⁾
	10	SHARED DISPOSITIVE POWER 2,052,239 ⁽³⁾
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,852,239	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 8.85%	
14	TYPE OF REPORTING PERSON 00	

⁽²⁾ TGC Partners Limited (“TGC Partners”) holds 800,000 ordinary shares of the Company. Peter Tan is the sole member and Managing Director of TGC Partners.

⁽³⁾ These shares are held by MOJICA. TGC Partners owns 24.5% of MOJICA.

1	NAME OF REPORTING PERSON Peter Tan	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Malaysia	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 1,217,976 ⁽⁴⁾
	8	SHARED VOTING POWER 2,052,239 ⁽⁵⁾
	9	SOLE DISPOSITIVE POWER 1,217,976 ⁽⁴⁾
	10	SHARED DISPOSITIVE POWER 2,052,239 ⁽⁵⁾
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,270,215	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 10.08%	
14	TYPE OF REPORTING PERSON IN	

⁽⁴⁾ Includes (i) 800,000 ordinary shares of the Company held by TGC Partners (Mr. Tan is the sole member and Managing Director of TGC Partners), (ii) 209,643 ordinary shares of the Company held by TGC Financial Partners Limited ("TGC Financial") (Mr. Tan owns 51% of TGC Financial) and (iii) options to purchase 208,333 ordinary shares of the Company held by Mr. Tan which have vested or will vest in the next 60 days.

⁽⁵⁾ These shares are held by MOJICA. TGC Partners owns 24.5% of MOJICA.

1	NAME OF REPORTING PERSON Stephen Zhu	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION China	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
	8	SHARED VOTING POWER 2,052,239 ⁽⁶⁾
	9	SOLE DISPOSITIVE POWER
	10	SHARED DISPOSITIVE POWER 2,052,239 ⁽⁶⁾
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,052,239 ⁽⁶⁾	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 6.37%	
14	TYPE OF REPORTING PERSON IN	

⁽⁶⁾ These shares are held by MOJICA. Stephen Zhu owns 75.5% of MOJICA.

Item 1. Security and Issuer

This statement of beneficial ownership on Schedule 13D (this "Schedule 13D") relates to ordinary shares, par value \$0.0001 per share (the "Ordinary Shares"), of Tiger Media, Inc., a Cayman Islands company (the "Company"). The principal executive offices of the Company are located at K-Wah Center #38-03, 1010 Middle Huaihai Road, Shanghai, China, 200031.

The names of the persons filing this Schedule 13D (collectively, the "Reporting Persons") are:

- MOJICA LIMITED ("MOJICA");
- TGC Partners Limited ("TGC Partners");
- Peter Tan; and
- Stephen Zhu.

The Reporting Persons have entered into a Joint Filing Agreement, dated as of the date hereof, a copy of which is filed with this Schedule 13D as Exhibit 99.1 (which is hereby incorporated by reference) pursuant to which the Reporting Persons have agreed to file this statement jointly in accordance with the provisions of Rule 13d-1(k)(1) under the Securities Exchange Act of 1934, as amended.

MOJICA is a corporation formed under the laws of the British Virgin Islands. The principal business of MOJICA is for the purpose of making and holding investments. The principal business address of MOJICA is Room 3803, K-Wah Center, 1010 Middle Huaihai Road, Shanghai, China, 200030. MOJICA is owned 24.5% by TGC Partners and 75.5% by Stephen Zhu.

TGC Partners is a corporation formed under the laws of the British Virgin Islands for the purpose of making and holding investments. The principal business address of TGC Partners is K-Wah Center #38-03, 1010 Middle Huaihai Road, Shanghai, China, 200031. Mr. Tan is the sole member and Managing Director of TGC Partners.

Mr. Tan's principal occupation is Chief Executive Officer of the Company and he is a member of the Board of Directors of the Company. Mr. Tan is a citizen of Malaysia. Mr. Tan's principal business address is K-Wah Center #38-03, 1010 Middle Huaihai Road, Shanghai, China, 200031.

Mr. Zhu principal occupation is Chief Operating Officer of China Operations for a Company subsidiary. Mr. Zhu is a citizen of China. Mr. Zhu's principal business address is Room 3803, K Wah Center, 1010 Middle Huaihai Rd. Shanghai, China.

None of the Reporting Persons has, during the last five years, been (1) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (2) a party to any civil proceeding of a judicial or administrative body of competent jurisdiction that resulted in or was subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws, or a finding of any violation with respect to such federal or state securities laws.

Item 3. Source and Amount of Funds or Other ConsiderationMOJICA

On June 17, 2013, Tiger Media Yaoyang, a wholly-owned subsidiary of the Company, the Company, and Symbol Media, Inc. ("Symbol Media") entered into an Asset Purchase Agreement (the "Asset Purchase Agreement") whereby the Company acquired eight key lease contracts from Symbol Media which will allow the Company to take 100% control of the eight key Shanghai shopping center locations. Consideration for the transaction was US\$2.2 million which was paid through the issuance of 2,052,239 ordinary shares of the Company to MOJICA as Symbol Media's nominee. No cash payments were made by or on behalf of the Reporting Persons in connection with the Asset Purchase Agreement. The description of the Asset Purchase Agreement is qualified in its entirety by the terms and conditions of the Asset Purchase Agreement, which is filed as Exhibit 99.2 hereto, and incorporated herein by reference.

TGC Partners

TGC Partners owns 800,000 ordinary shares of the Company, which represents shares purchased in a private placement on August 17, 2013 for \$1.00 per share.

Peter Tan

On February 8, 2012, Mr. Tan received an option to purchase 75,000 ordinary shares of the Company with an exercise price of \$1.06 per share. This option fully vested on February 8, 2013.

On February 13, 2012, Mr. Tan received an option to purchase 400,000 ordinary shares of the Company with an exercise price of \$1.10 per share. This option vests in three equal annual installments commencing on the first anniversary of the grant date.

Also, TGC Financial Partners Limited, an entity in which Mr. Tan owns 51%, owns 209,643 ordinary shares of the Company, which were issued on August 17, 2012 upon the conversion of a convertible promissory note for \$209,643 (\$200,000 of principal and \$9,643 of interest) with a conversion rate of \$1.00 per share.

Stephen Zhu

On October 17, 2013, Mr. Zhu received an option to purchase 150,000 ordinary shares of the Company with an exercise price of \$1.57 per share. This option vest in three equal annual installments commencing on the first anniversary of the grant date. This option is not exercisable within 60 days of this Schedule 13D.

Item 4. Purpose of Transaction.

The Reporting Persons acquired the ordinary shares of the Company for investment purposes.

Except as otherwise set forth in this Item 4, the Reporting Persons have no present plans or proposals which relate to or would result in: (i) the acquisition by any person of additional securities of the Company, or the disposition of securities of the Company; (ii) an extraordinary corporate transaction; such as a merger, reorganization or liquidation, involving the Company or any of its subsidiaries; (iii) a sale or transfer of a material amount of assets of the Company or any of its subsidiaries; (iv) any change in the present board of directors or management of the Company, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board of directors; (v) any material change in the present capitalization or dividend policy of the Company; (vi) any other material change in the Company's business or corporate structure; (vii) changes in the Company's charter, by-laws or instruments corresponding thereto or other actions which may impede the acquisition of control of the issuer by any person; (viii) causing a class of securities of the Company to be delisted from a national securities exchange or cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association; (ix) a class of equity securities of the Company becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Exchange Act; or (x) any action similar to any of those enumerated above.

Item 5. Interest in Securities of the Issuer.

(a)-(b) MOJICA is the beneficial owner of 2,052,239 ordinary shares of the Company (representing approximately 6.37% of the outstanding shares of the Company as of June 19, 2013). TGC Partners is the beneficial owner of 2,852,239 ordinary shares of the Company (representing approximately 8.85% of the outstanding shares of the Company as of June 19, 2013). Peter Tan is the beneficial owner of 3,270,215 ordinary shares, including stock options which have vested or will vest within 60 days of the filing of this Schedule 13D, of the Company (representing approximately 10.08% of the outstanding shares of the Company as of June 19, 2013). Stephen Zhu is the beneficial owner of 2,052,239 ordinary shares of the Company (representing approximately 6.37% of the outstanding shares of the Company as of June 19, 2013).

The number of ordinary shares with respect to which each of the Reporting Persons has or shares voting or dispositive power is set forth in Items 7 through 10 of each of the inside cover pages to this Schedule 13D relating to each Reporting Person (which is incorporated into this Item 5 by reference).

(c) Except as described in this Schedule 13D, none of the Reporting Persons has effected any transaction in Common Stock during the past 60 days.

(d) Not applicable.

(e) Not applicable.

Item 6. Contracts, Arrangements, Undertakings or Relationships with Respect to Securities of the Issuer.

Pursuant to the Asset Purchase Agreement, MOJICA, as Symbol Media's nominee, agreed that it will not, for a period of one year from the date of the Asset Purchase Agreement (the "Lock-Up Period"), without the prior written consent of the Company, offer, sell, contract to sell, pledge or otherwise dispose of, or contract to dispose of any of the 2,053,239 ordinary shares acquired pursuant to the Asset Purchase Agreement, other than to an affiliate or nominee of Symbol Media. In the event the Company consents to a transfer, the transferee is required to execute an agreement stating that such transferee is receiving and holding the ordinary shares subject to the provisions of the Asset Purchase Agreement. The Lock-Up Period shall not apply in the event of (i) a change of control transaction (as defined in the Asset Purchase Agreement) of the Company or (ii) the Company terminates Peter Tan as its Chief Executive Officer without cause pursuant to Section 7(b) of the Employment Agreement between the Company and Mr. Tan, dated February 7, 2012 (the "Employment Agreement") or Mr. Tan terminates his employment for good reason pursuant to Section 7(c) of the Employment Agreement. The description of the Asset Purchase Agreement is qualified in its entirety by the terms and conditions of the Asset Purchase Agreement, which is filed as Exhibit 99.2 hereto, and incorporated herein by reference.

Except as set forth in this statement, there are no other contracts, arrangements, understandings or relationships (legal or otherwise) between the Reporting Persons and any other person with respect to any securities of Company including, but not limited to, transfer of or voting of any of the securities of Company, joint ventures, loan or option agreements, puts or calls, guarantees of profits, divisions of profits or loss, or the giving or withholding of proxies, or a pledge or contingency, the occurrence of which would give another person voting power or investment power over such securities (except that disclosure of standard default and similar provisions contained in loan agreements).

Item 7. Material to be Filed as Exhibits.

- 99.1 Joint Filing Agreement, dated as of June 26, 2013, by and among the Reporting Persons.
- 99.2 Asset Purchase Agreement, dated Jun 17, 2013, by and between Tiger Media Yaoyang, Tiger Media, Inc. and Symbol Media, Inc.

SIGNATURES

After reasonable inquiry and to the best of their knowledge and belief, the undersigned certify that the information set forth in this statement is true, complete and correct.

Dated: June 26, 2013

MOJICA LIMITED

By: /s/ Tan Wei Han
Name: Tan Wei Han
Title: Director

TGC Partners Limited

By: /s/ Peter Tan
Name: Peter Tan
Title: Managing Director

PETER TAN

/s/ Peter Tan

STEPHEN ZHU

/s/ Stephen Zhu

CUSIP No. G88685105

SCHEDULE 13D

Page 1 of 1

Joint Filing Agreement

The undersigned acknowledge and agree that the foregoing statement on Schedule 13D is filed on behalf of each of the undersigned and that all subsequent amendments to this statement on Schedule 13D will be filed on behalf of each of the undersigned without the necessity of filing additional joint filing agreements. The undersigned acknowledge that each will be responsible for the timely filing of such amendments, and for the completeness and accuracy of the information concerning it contained therein, but will not be responsible for the completeness and accuracy of the information concerning the other, except to the extent that it knows or has reason to believe that such information is not accurate. It is understood and agreed that a copy of this Joint Filing Agreement will be attached as an exhibit of the foregoing statement on Schedule 13D.

Dated: June 26, 2013

MOJICA LIMITED

By: /s/ Tan Wei Han

Name: Tan Wei Han

Title: Director

TGC Partners Limited

By: /s/ Peter Tan

Name: Peter Tan

Title: Managing Director

PETER TAN

/s/ Peter Tan

STEPHEN ZHU

/s/ Stephen Zhu

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement is dated as of June 17, 2013 (this “Agreement”), by and among Tiger Media Yaoyang (“Buyer”), a wholly-owned subsidiary of Tiger Media, Inc., a Cayman Islands exempted company (“Parent”) and Symbol Media, Inc., a China corporation (the “Seller”). Buyer, the Seller and the Owners are referred to collectively in this Agreement as the “Parties.”

Recitals

- A. The Seller is in the media advertising business and has secured certain mall contracts that Buyer wishes to acquire.
- B. Capitalized terms used, but not otherwise defined, in this Agreement shall have the meanings ascribed thereto in Article 5.

Agreement

Now, therefore, in consideration of the premises and the mutual promises made in this Agreement, and in consideration of the representations, warranties, and covenants contained in this Agreement, the Parties agree as follows.

Article 1

Purchase and Sale of the Purchased Assets

1.1 Purchase and Sale of the Purchased Assets. On and subject to the terms and conditions of this Agreement, Buyer agrees to purchase from the Seller, and the Seller agrees to sell, assign, transfer and deliver to Buyer and hereby does sell, assign and transfer all right, title and interest in and to the assets specifically described in Schedule 1.1, free and clear of all liens and encumbrances (the “Purchased Assets”).

1.2 Purchase Price. In full consideration for the sale and transfer of the Purchased Assets from Seller to Buyer and subject to Article 4.2 herein, Buyer agrees to purchase the Purchased Assets for US\$2,200,000 to be issued to Seller or its nominee (“Seller Nominee”) in the form of the number of ordinary shares, par value \$0.0001 per share (the “Tiger Media Shares”) of the Parent calculated by dividing the Purchase Price by the higher of (i) the 30-day closing average of the Parent’s Ordinary Shares on the NYSE MKT, or (ii) the closing price on the Closing Date. The Tiger Media Shares shall be delivered to Owners within ten (10) business days of the Closing Date and shall be issued as of the Closing Date.

1.2 Assumption of Liabilities. Buyer agrees that it shall be responsible for all Liabilities relating to its ownership and use of the Purchased Assets from and after the Effective Date (“Assumed Liabilities”). For clarity, Buyer shall not assume, pay or have any responsibility with respect to, and the Seller shall continue to be responsible for, all Liabilities of the Seller with respect to its ownership and use of the Purchased Assets prior to Closing (“Retained Liabilities”).

1.3 Closing. The closing of the transactions contemplated by this Agreement (the “Closing”) shall take place at the offices of the Parent, in Shanghai, China, and shall be effective on June 17, 2013, or at such other time and place as the Parties may agree (the “Closing Date”).

Article 2

Representations and Warranties Regarding the Seller

The Seller represents and warrants to Buyer that the statements contained in this Article 2 are correct and complete as of the Effective Date.

2.1 Organization, Qualification and Corporate Power. The Seller is a corporation duly organized, validly existing, and in good standing under the laws of China. The Seller has full corporate power and authority to own, lease and use the Purchased Assets.

2.2 Authority. This Agreement and all other agreements and instruments to be executed in connection herewith and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Seller. The Seller has the corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement and the other agreements contemplated hereby to be executed and delivered by the Seller have been executed and delivered by the Seller as of such date and constitute valid and binding obligations of the Seller, enforceable against it in accordance with their respective terms.

2.3 Non-contravention. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any constitution, statute, regulation, rule, order, charge, or other restriction of any Governmental Authority to which the Seller is subject or any provision of the charter or bylaws of the Seller or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, cancel, or require any notice or consent under any agreement, contract, lease, license, instrument, or other arrangement to which the Seller is a party or by which it is bound or to which any of the Purchased Assets is subject (or result in the imposition of any lien upon any of the Purchased Assets).

2.4 Title to Assets. The Seller has good and transferable title to, all of the Purchased Assets, in each case, free and clear of all liens and encumbrances. **Schedule 2.4** identifies a true and complete list of (i) all of the Intellectual Property owned, licensed or used by the Seller relating to the Purchased Assets, and (ii) all license agreements and arrangements with respect to any of such Intellectual Property to which the Seller is a party, whether as licensee, licensor or otherwise. The Seller has not authorized any other person to use or otherwise exploit the Purchased Assets.

2.5 Legal Compliance. The Seller (i) has been and is in compliance with all applicable laws (including rules, regulations, codes, plans, orders and charges thereunder) of Governmental Authorities that relate to the Purchased Assets. No Action is pending or threatened against the Seller that challenges or may have the effect of preventing, delaying, making illegal, or otherwise interfering with any of the transactions contemplated by this Agreement.

2.6 Litigation. There are no actions or investigations pending or threatened against the Seller that (a) relate to the Purchased Assets, or (b) would reasonably be expected to prohibit the consummation of the transactions contemplated by this Agreement.

2.7 Contracts. **Section 2.7** of the Disclosure Schedule lists all contracts and other agreements (whether written or oral) to which the Seller is a party that relate to the Purchased Assets. The Seller has delivered, or made available, to Buyer a true, correct and complete copy of each contract or other agreement (as amended to date) listed in Section 2.7 of the Disclosure Schedule (or a summary thereof in the case of an oral contract). All contracts or agreements set forth on **Section 2.7** of the Disclosure Schedule are enforceable against the Seller and are in full force and effect. The Seller has not committed any breach of, or default under or repudiated, the terms of any contract or agreement set forth in **Section 2.7** of the Disclosure Schedule.

2.8 Restricted Shares. The Seller understands and acknowledges that the Tiger Media Shares are being offered in reliance upon the exemption provided in Section 4(2) of the Securities Act for nonpublic offerings, and the Seller represents that it is acquiring the Tiger Media Shares hereunder for its own account, for investment and not with a view to, or for the sale in connection with, any distribution of any of the Tiger Media Shares, except in compliance with applicable state and federal securities laws. The Seller has had the opportunity to obtain such information pertaining to Buyer and Parent as has been requested, including but not limited to filings made by Parent with the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended. The Seller understands and acknowledges that the Tiger Media Shares have not been registered with the Securities and Exchange Commission under the Securities Act and shall bear an appropriate restrictive legend. The Seller further understands and acknowledge that any sale, transfer or disposition by them of any of the Tiger Media Shares may, under current law, be made only in accordance with Rule 144 of the Securities Act or another exemption to the Securities Act.

Article 3

Representations and Warranties Regarding Buyer and Parent

Each of Buyer and Parent represents and warrants to the Seller that the statements contained in this Article 3 are correct and complete as of the Effective Date.

3.1 Organization of Buyer. Buyer is a limited liability company, duly organized, validly existing and in good standing under the laws of China. Parent is a corporation duly organized, validly existing and in good standing under the laws of Cayman Islands exempted companies.

3.2 Authorization of Transaction. Each of Buyer and Parent has full power and authority (including full corporate or other entity power and authority) to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes the valid and legally binding obligation of Buyer and Parent, enforceable in accordance with its terms and conditions. The execution, delivery and performance of this Agreement and all other agreements contemplated hereby have been duly authorized by Buyer and Parent.

3.3 Non-contravention. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any constitution, statute, regulation, rule, order, charge, or other restriction of any Governmental Authority to which Buyer or Parent is subject or any provision of its charter, bylaws, or other governing documents or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which Buyer or Parent is a party or by which it is bound or to which any of its assets is subject.

Article 4

Pre-Closing and Post-Closing Covenants

4.1 Contracts. Prior to the Closing, Seller shall (i) provide written documentation that each of the Contracts listed on Schedule 2.7 has been properly assigned, transferred or novated in favor of the Buyer and that no further consent of the contract counterparty is required for Buyer to have full rights under each contracts listed on Schedule 2.7, or (ii) shall have procured from each landlord of the contracts listed on Schedule 2.7 a new contract with the Buyer on substantially the same or better terms with respect to each contract.

4.2 Lock Up of Tiger Media Shares. Except as noted herein, Seller or Seller's Nominee, as the case may be, agrees that it will not, for a period of one year from the date of this Agreement (the "Lock-Up Period"), without the prior written consent of the Parent, offer, sell, contract to sell, pledge or otherwise dispose of, or contract to dispose of any of the Tiger Media Shares acquired pursuant to this Agreement, other than to an affiliate of Seller or Seller's Nominee. In the event Parent consents to the transfer of the Tiger Media Shares or Seller or Seller's Nominee transfers the Tiger Media Shares to a permitted assign, the transferee shall execute an agreement stating that such transferee is receiving and holding the Tiger Media ordinary shares subject to the provisions of this Agreement. Notwithstanding the foregoing, the Lock-Up Period shall not apply in the event of (i) a Change of Control Transaction (as defined herein) of the Parent; or (ii) the Parent terminates Peter Tan as its Chief Executive Officer without cause pursuant to Section 7(b) of that certain Employment Agreement between the Parent and Mr. Tan dated February 7, 2012 (the "Tan Employment Agreement") or Mr. Tan terminates his employment for Good Reason pursuant to Section 7(c) of the Tan Employment Agreement.

4.3 General. In case at any time after the Effective Date any further action is necessary to carry out the purposes of this Agreement, each of the Parties will take such further action (including the execution and delivery of such further instruments, notices and documents) not inconsistent with this Agreement as any other Party reasonably may request, all at the sole cost and expense of the requesting Party (except as otherwise specified herein).

Article 5

Definitions

5.1 “Affiliate” has the meaning set forth in Rule 12b-2 of the regulations promulgated under the Securities Exchange Act of 1934, as amended.

5.2 “Change of Control Transaction” shall mean (1) any sale, lease, exchange or other transfer (in one transaction or a series of transactions) of all or substantially all of the assets of the Parent other than to a Parent Affiliate; or (2) any consolidation or merger or other business combination of the Parent with any other entity, other than a Parent Affiliate, where the shareholders of the Parent, immediately prior to the consolidation or merger or other business combination would not, immediately after the consolidation or merger or other business combination, beneficially own, directly or indirectly, shares representing at least fifty percent (50%) of the combined voting power of all of the outstanding securities of the entity issuing cash or securities in the consolidation or merger or other business combination (or its ultimate parent corporation, if any); or (3) the Board of the Parent adopts a resolution to the effect that a “Change In Control” has occurred for purposes of this Agreement. Parent Affiliate shall mean any affiliate of Phillip Frost, Frost Gamma Investments Trust, The Frost Group, LLC or any of their respective members or affiliates.

5.3 “Governmental Authority” means any legislature, agency, bureau, branch, department, division, commission, court, tribunal, magistrate, justice, multi-national organization, quasi-governmental body, or other similarly recognized organization or body of any federal, state, county, municipal, local, or foreign government or other similar recognized organization or body exercising similar powers or authority.

5.4 “Intellectual Property” means, on a worldwide basis all (a) inventions, developments and discoveries (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations relating thereto, (b) trademarks, service marks, trade dress, logos, trade names, slogan, corporate names, advertising and promotional materials, and all goodwill associated therewith, together with all translations, adaptations, derivations, and combinations, applications, registrations, and renewals relating thereto, (c) copyrightable works, all copyrights, and all applications, registrations, and renewals relating thereto, (d) trade secrets and confidential business information (including ideas, research and development, know how, formulas, compositions, databases, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (e) computer software and databases (including all data and related documentation), (f) other proprietary rights, (g) Internet domain names and registration rights, and rights in telephone numbers and (h) copies and tangible embodiments of the foregoing (in whatever form or medium), and with respect to any of the foregoing, any registrations or applications to register or renew a registration, any other type of proprietary intellectual property right recognized by any jurisdiction, and all rights to sue for and remedies against past, present and future infringements.

5.5 “Liability” means, with respect to any person, any liability or obligation of such person of any kind, known or unknown, whether absolute or contingent, matured or unmatured, conditional or unconditional, accrued or unaccrued, liquidated or unliquidated, secured or unsecured, or due or to become due.

Article 6

Miscellaneous

6.1 Entire Agreement. This Agreement (including the documents referred to in this Agreement) constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they relate in any way to the subject matter hereof.

6.2 Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties named in this Agreement and their respective successors and permitted assigns, provided however that Parent and Buyer may assign either this Agreement or any of its rights, interests, or obligations hereunder to an Affiliate without the prior written approval of Buyer and the Seller.

6.3 Counterparts. This Agreement may be executed in one or more counterparts (including by means of facsimile), each of which shall be deemed an original but all of which together will constitute one and the same instrument.

6.4 Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

6.5 Notices. All notices, requests, demands, claims, and other communications hereunder shall be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given (i) when delivered personally to the recipient, (ii) two business days after being sent to the recipient by reputable overnight courier service (charges prepaid), (iii) two business days after being sent to the recipient by facsimile transmission or electronic mail, or (iv) four business days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

Address for the Seller:

Symbol Media, Inc.
Room 1103-1104, Building B, No.28
Xuanhua Road, Shanghai, China

Address for Parent or Buyer:
Tiger Media, Inc.
K-Wah Center #38-03,
1010 Middle Huaihai Road, Shanghai, China, 200031
Fax: 86-21-3461-5667

With a copy to:
Tiger Media, Inc.
4400 Biscayne Blvd.
Miami, FL 33137
Attn: Joshua Weingard, Corporate Counsel and Corporate Secretary
Fax: (305) 575-4130
Jweingard@tigermedia.com

Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Parties notice in the manner set forth in this Agreement.

6.6 Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

6.7 Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by all of the parties hereto. No waiver by any Party of any provision of this Agreement or any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party making such waiver, nor shall such waiver be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

6.8 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

6.9 Expenses. Each of the parties hereto shall bear their own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby.

6.10 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation.

NOW THEREFORE, Buyer, Parent and Seller have executed this Agreement as of the date first above written.

PARENT

TIGER MEDIA, INC.

By: /s/ Steve Ye
Name: Steve Ye
Title: Chief Financial Officer

BUYER

TIGER MEDIA YAOYANG

By: /s/ Steve Ye
Name: Steve Ye
Title: Chief Financial Officer

SELLER

SYMBOL MEDIA, INC.

By: /s/ Stephen Zhu
Name: Stephen Zhu
Title: CEO