

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------------|----------|----------------|--------------|
| World Triathlon Corporation | | 05/01/2012 | CORPORATION: |

RECEIVING PARTY DATA

| | |
|--------------------------|-----------------------|
| Name: | Lava Media LLC |
| Street Address: | 514 Via De La Valle |
| Internal Address: | Suite 300 |
| City: | Solana Beach |
| State/Country: | CALIFORNIA |
| Postal Code: | 92075 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 3

| Property Type | Number | Word Mark |
|----------------------|---------|-------------------|
| Registration Number: | 3881557 | LAVA |
| Registration Number: | 3881624 | LAVA |
| Registration Number: | 3884338 | SERIOUS TRIATHLON |

CORRESPONDENCE DATA

Fax Number: 8138685930
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 8138685940
 Email: carolyn@ironman.com
 Correspondent Name: Carolyn Richards-World Triathlon Corp
 Address Line 1: 2701 No Rocky Point Drive
 Address Line 2: #1250
 Address Line 4: Tampa, FLORIDA 33607

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|--------------------------------|------------------|
| ATTORNEY DOCKET NUMBER: | LAVA ASSIGNMENTS |
|--------------------------------|------------------|

| | |
|---|--------------------|
| NAME OF SUBMITTER: | Carolyn Richards |
| Signature: | /Carolyn Richards/ |
| Date: | 05/02/2012 |
| Total Attachments: 6 source=LAVA Media-WTC Trademark Assignment 5-1-12#page1.tif source=LAVA Media-WTC Trademark Assignment 5-1-12#page2.tif source=LAVA Media-WTC Trademark Assignment 5-1-12#page3.tif source=LAVA Media-WTC Trademark Assignment 5-1-12#page4.tif source=LAVA Media-WTC Trademark Assignment 5-1-12#page5.tif source=LAVA Media-WTC Trademark Assignment 5-1-12#page6.tif | |

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of May 1, 2012 (the "Effective Date") by and between World Triathlon Corporation, a Florida corporation ("Assignor"), and Lava Media, LLC., a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, assign, transfer, convey, and deliver to Assignee all of Assignor's right, title, and interest in and to certain assets, including, without limitation, the Assigned Trademarks (defined below);

WHEREAS, Assignee is the successor to that portion of the assets of the business of the Assignor to which the Assigned Trademarks pertain and such business is ongoing; and

WHEREAS, pursuant to the Purchase Agreement, Assignor and Assignee have agreed to enter into this Assignment.

NOW, THEREFORE, in consideration of the promises and covenants set forth in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Conveyance. Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee all of Assignor's right, title and interest in, to and under the trademark registrations and trademark applications listed on Schedule A, and the goodwill associated therewith and symbolized thereby, including renewals therefor (collectively, the "Assigned Trademarks"), together with all rights to collect royalties and proceeds in connection with any of the foregoing, and all rights to sue and bring other claims for past, present and future infringement, misappropriation or other violation of any of the foregoing and all rights to recover damages (including attorney's fees and expenses) or lost profits in connection therewith.

2. Recordation. Assignor hereby requests the United States Patent and Trademark Office Commissioner for Trademarks and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the assignee and owner of the Assigned Trademarks.

3. Information and Assistance.

3.1 Upon Assignee's reasonable request and without further compensation, Assignor shall execute, acknowledge and deliver all such other instruments and documents and shall take all such other actions reasonably necessary or required by law to consummate and make fully effective the transaction contemplated by this Assignment.

3.2 If Assignee is unable for any reason to secure Assignor's signature to any document required to file, prosecute, register or memorialize the assignment of any rights under any Assigned Trademarks as provided under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as

Assignor's agents and attorneys-in-fact to act for and on Assignor's behalf and instead of Assignor to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance and enforcement of rights under such Assigned Trademarks, all with the same legal force and effect as if executed by Assignor. The foregoing is deemed a power coupled with an interest and is irrevocable.

4. Successors and Assigns. This Assignment and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein express or implied shall give or be construed to give to any person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

5. Counterparts. This Assignment may be executed in two or more consecutive counterparts (including by facsimile), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one or more counterparts have been signed by each party and delivered (by facsimile or otherwise) to the other party.

6. Section Headings. The section headings contained in this Assignment are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Assignment.

7. Purchase Agreement Controls. This Assignment is provided pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignors and Assignee with respect to the Assigned Trademarks. Nothing contained in this Assignment shall be deemed to modify, supersede, enlarge or affect the rights of any person under the Purchase Agreement. If any provision of this Assignment is inconsistent or conflicts with the Purchase Agreement, the Purchase Agreement shall control.

8. Governing Law. This Assignment and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Assignment or the negotiation, execution or performance of this Assignment shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice or conflict of law provision or rule.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed, effective as of the Effective Date.

ASSIGNOR:

WORLD TRIATHLON CORPORATION

By:  _____

Name: ME _____

Title: CEO _____

Acknowledged and Accepted:

ASSIGNEE:

LAVA MEDIA, LLC

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed, effective as of the Effective Date.

ASSIGNOR:

WORLD TRIATHLON CORPORATION

By: 

Name: ME

Title: CEO

Acknowledged and Accepted:

ASSIGNEE:

LAVA MEDIA, LLC

By: 

Name: JOHN DUKES

Title: CEO

Schedule A to Trademark Assignment

LAVA MAGAZINE IP

Domain Registrations

| | | |
|------------------------|-----|---------------|
| hotlavalifestyle.com | WTC | parked |
| lavalifestyle.com | WTC | parked |
| lava-mag.com | WTC | parked |
| lavamagazine.com | WTC | ACTIVE |
| lava-magazine.com | WTC | parked |
| lavamagazineonline.com | WTC | parked |
| lavamagonline.com | WTC | parked |
| lavarag.com | WTC | parked |
| lavarockmagazine.com | WTC | parked |

Global Trademark Registrations/Pending Applications

| Entity | Country | Trademark | Reg. No. | Reg. Date | App. No. | App. Date |
|--------|---------|---------------------|-----------|-------------------|------------|-------------------|
| WTC | EU | LAVA | 008923997 | March 3, 2010 | | |
| WTC | EU | LAVA (logo design) | 008923898 | March 3, 2010 | | |
| WTC | US | LAVA | 3,881,557 | November 23, 2010 | | |
| WTC | US | LAVA (logo design) | 3,881,624 | November 25, 2010 | | |
| WTC | US | LAVA (logo design) | | | 77/945,057 | February 25, 2010 |
| WTC | US | SERIOUS TRIATHON | 3,884,338 | December 30, 2010 | | |

NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA)
STATE OF Florida : ss.:
CITY/COUNTY OF Hillsborough)

I, Carolyn S. Richards, the undersigned Notary Public do hereby certify
that Andrew Messick, as CEO of
WTC, a ~~XXXX~~ who signed the foregoing Assignment document, was authorized on the
1st day of May 2012, to execute the foregoing Assignment document on behalf of WTC, and to
me acknowledged that he/she did sign the said document.

Carolyn S. Richards
Notary Public

