

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386064

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WHALEROCK DIGITAL MEDIA, LLC		05/23/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CraveOnline Media, LLC		
Street Address:	5140 W. Goldleaf Circle		
Internal Address:	3rd FL.		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90056		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4225724	MANDATORY	
Serial Number:	85921848	MANDATORY	
Serial Number:	86298505	MANDATORY VIEWING	
CORRESPONDENCE DATA			
Fax Number:	3103883125		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	310 248 3830		
Email:	bkemp@ktslaw.com		
Correspondent Name:	Caroline Y. Barbee Kilpatrick Townsend		
Address Line 1:	9720 Wilshire Blvd PH		
Address Line 4:	Beverly Hills, CALIFORNIA 90212		
NAME OF SUBMITTER:	Caroline Y. Barbee		
SIGNATURE:	/Caroline Y. Barbee/		
DATE SIGNED:	05/31/2016		
Total Attachments: 3			
source=trademark assignment MANDATORY marks#page1.tif			
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OP \$90.00 4225724

EXHIBIT 8.1.11

TRADEMARK ASSIGNMENT

This trademark assignment is dated May [23], 2016 by Whalerock Digital Media, LLC, a Delaware limited liability company ("Assignor"), to CraveOnline Media, LLC, a California limited liability company ("Assignee").

Recitals

A. Assignor owns or has applied for the following United States Trademark (the "Trademark"):

Owned Trademarks:

Serial Number	Registration Number	Trademark
85569293	4225724	MANDATORY

Trademark Applications:

MANDATORY, App No. 85/921848, Filing Date 5/2/13, Class 35 Services: Online retail store services featuring merchandise in the field of men's lifestyles, namely, printed matter, posters, stickers, drinkware, mugs, water bottles, clothing, t-shirts, sweatshirts, hats, and baby clothing
MANDATORY, App No. 85/569293, Filing Date 3/14/12, Reg. No. 4225724, Reg. Date 10/16/12, Class 45 Services: Provision of a website featuring information on men's lifestyles
MANDATORY VIEWING, App No. 86/298505, Filing Date 6/3/14, Reg. No. 4820624, Reg. Date 9/29/15, Class 41 Services: Entertainment services, namely, an ongoing online video series in the field of men's lifestyles, sports, politics, current events, and popular culture.

- B. Concurrent herewith, Assignor and Assignee have entered into that certain Asset Purchase Agreement (the "Purchase Agreement") dated of even date herewith relating to the assignment and contribution of substantially all of Assignor's assets and other matters discussed therein.
- C. This assignment is being executed and delivered pursuant to the Purchase Agreement whereby Assignor is assigning all of its right, title and interest in and to the Trademark to Assignee.
- D. In consideration of the foregoing and the agreements contained herein, Assignor and Assignee agree as follows:

Agreement

Assignor hereby grants, conveys, transfers, alienates and assigns to Assignee, for and throughout the world, Assignor's right, title and interest (legal, equitable, use and otherwise) in and to the Trademark, including, without limitation, any and all of the following: (i) all existing registrations thereof or applications therefor, as well as the right to file and register the same in Assignee's name with any governmental authority; (ii) rights to record the transfers made under this assignment in the United States Patent and Trademark Office and in any other public offices of any governmental authorities throughout the world; (iii) rights to sue for, collect and retain damages predicated on present or future infringements of the preceding, as well as all other claims and rights to damages associated with the preceding, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown; and (iv) all goodwill associated with the Trademark.

Assignor's assignment of the Trademark to Assignee under this assignment constitutes a complete, absolute, and exclusive transfer of all rights (legal, equitable, use and otherwise) in the Trademark, whether currently existing or arising or recognized in the future. Assignor does not reserve or retain any right, title, or interest in the Trademark. Assignor acknowledges and agrees that the Trademark constitutes the sole and exclusive property of Assignee.

Assignor represents and warrants that it has full power and authority: (i) to enter into this assignment; (ii) to grant to Assignee all rights in and to the Trademark; and (iii) to perform all of its obligations under this assignment.

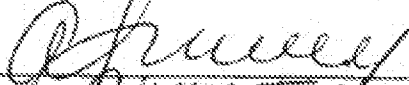
This assignment will be binding upon and inure to the benefit of Assignee and its successors and assigns.

[Remainder of page intentionally left blank -- signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

"Seller"

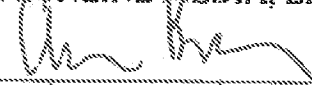
WHALEROCK DIGITAL MEDIA, LLC


By: Susan Forster
Its: Head of legal

Pacific Design Center
Red Building
750 San Vicente Boulevard, 900W
West Hollywood, California 90069

"Buyer"

CRAVEONLINE MEDIA, LLC


By: Aaron Borden
Its: CEO

5140 W. Goldleaf Circle, 3rd Floor
Los Angeles, CA 90056
legal@evolvemediallc.com