

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396985

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SpinMedia Group, Inc.		08/29/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Hive Media Group LLC		
Street Address:	1345 Encinitas Blvd. #828		
Internal Address:	Hive Media, Attn: Legal Department		
City:	Encinitas		
State/Country:	CALIFORNIA		
Postal Code:	92024		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3388374	BUZZNET	
Registration Number:	3217405	PUREVOLUME	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	legal@hivemedia.com		
Correspondent Name:	Shannon Koehler		
Address Line 1:	1345 Encinitas Blvd. #828		
Address Line 2:	Hive Media, Attn: Legal Department		
Address Line 4:	Encinitas, CALIFORNIA 92024		
NAME OF SUBMITTER:	Shannon Koehler, Esq		
SIGNATURE:	/Shannon Koehler/		
DATE SIGNED:	08/31/2016		
Total Attachments: 3			
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TRADEMARK AND SERVICE MARK ASSIGNMENT

This TRADEMARK AND SERVICE MARK ASSIGNMENT (this "*Assignment*") is made and entered into as of August 29, 2016 by and between SpinMedia Group, Inc., a Delaware corporation (the "*Assignor*") and Hive Media Group LLC (the "*Assignee*").

WHEREAS, the Assignor and the Assignee are parties to that certain Asset Purchase Agreement, dated as of an even date herewith (the "*Purchase Agreement*"), pursuant to which the Assignee has agreed to acquire all of the Assignor's right, title and interest in and to all of the trademarks, service marks, and trade names, together with the goodwill associated with and symbolized by them, that are owned by or used for the Business (as defined in the Purchase Agreement), including, without limitation, those trademarks, service marks, and trade names listed in Schedule A hereto (all such trademarks, service marks, and trade names referred to collectively as the "*Assigned Trademarks*").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee each hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee and its successors and assigns, and the Assignee hereby purchases and accepts from the Assignor, all rights, title and interest in, to and under the Assigned Trademarks, including, without limitation, all common law trademarks for which no applications or registrations exist, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights associated with the applications and registrations, and all goodwill associated with the Assigned Trademarks and symbolized thereby.

2. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks.

3. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, and together shall constitute one and the same instrument. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

4. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Assignment and any action related thereto will be governed, controlled, interpreted and defined by and under the laws of the State of New York, without regard to the conflicts of laws provisions thereof.

6. Miscellaneous. The failure of either party to enforce its rights under this Assignment at any time for any period shall not be construed as a waiver of such rights. No changes or modifications to this Assignment will be effective unless in writing and signed by both parties. In the event that any provision of this Assignment shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable.

[SIGNATURE PAGE NEXT]

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment as of the day and year above written.

SPINMEDIA GROUP, INC.

By: _____

Name: Stephen Blackwell

Title: CEO

HIVE MEDIA GROUP LLC

By: _____

Name: Markus Levin

Title: CEO

[SIGNATURE PAGE TO TRADEMARK AND SERVICE MARK ASSIGNMENT]

TRADEMARK
REEL: 005867 FRAME: 0804

SCHEDULE A

U.S. Trademarks

Trademark	Country	Registration Date	Registration Number	Status
BUZZNET	United States	26-Feb-2008	3388374	Registered
PUREVOLUME	United States	13-Mar-2007	3217405	Registered

Foreign Trademarks

Trademark	Country	Registration Date	Registration Number	Status
BUZZNET	European Union	26-Mar-2013	008501116	Registered
PUREVOLUME.COM	Canada	25-Jan-2008	TMA705691	Registered