

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402284

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spin Media Group, Inc.		12/22/2015	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Last Men, LLC		
Street Address:	1625 N. Damen street		
Internal Address:	2nd floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60647		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3834112	WWTDD	
CORRESPONDENCE DATA			
Fax Number:	8182931800		
<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:	8182931800		
Email:	vp@artechlaw.com		
Correspondent Name:	Virginie L. Parant		
Address Line 1:	3500 W. Olive ave,		
Address Line 2:	#300		
Address Line 4:	Burbank, CALIFORNIA 91505		
NAME OF SUBMITTER:	Virginie Parant		
SIGNATURE:	/Virginie Parant/		
DATE SIGNED:	10/17/2016		
Total Attachments: 4			
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OP \$40.00 3834112

TRADEMARK AND SERVICE MARK ASSIGNMENT

This TRADEMARK AND SERVICE MARK ASSIGNMENT (this "*Assignment*") is made and entered into as of December 22, 2015 by and between SpinMedia Group, Inc., a Delaware corporation (the "*Assignor*") and Last Men LLC, an Illinois corporation (the "*Assignee*").

WHEREAS, the Assignor and the Assignee are certain of the 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, together with (a) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; (b) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (c) the right to sue and recover damages for future, present and past infringements of the Assigned Trademarks and to fully and entirely stand in the place of the Assignor in all matters related to the Assigned Trademarks.

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: [Signature]

Name: Stephen Blackwell

Title: Chief Executive Officer

LAST MEN LLC

By: [Signature]

Name: James J. McBride

Title: Founder/CEO

SCHEDULE A
ASSIGNED TRADEMARKS

U.S. Trademarks

Mark	Country	Registration No. and Date	Status
WHAT WOULD TYLER DURDEN DO?	USA	10/29/09 3834113	Granted
WWTDD	USA	10/29/09 3834112	Granted

Foreign Trademarks

Mark	Country	Registration No. and Date	Status