

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM522289

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fusion Media Network, LLC		05/02/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gizmodo Media Group, LLC		
<b>Street Address:</b>	605 Third Avenue, Twelfth Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10158		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5454065	TRACKRECORD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3102774730		
<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>			
<b>Phone:</b>	3105519306		
<b>Email:</b>	jarciniega@mwe.com		
<b>Correspondent Name:</b>	Jorge Arciniega, McDermott Will & Emery		
<b>Address Line 1:</b>	2049 Century Park East, Suite 3800		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067		
<b>ATTORNEY DOCKET NUMBER:</b>	72922.490		
<b>NAME OF SUBMITTER:</b>	Jorge Arciniega		
<b>SIGNATURE:</b>	/Jorge Arciniega/		
<b>DATE SIGNED:</b>	05/06/2019		
<b>Total Attachments: 5</b>			
source=Trademark AR Agreement by Fusion Media in favor of Gizmodo Media Group#page1.tif			
source=Trademark AR Agreement by Fusion Media in favor of Gizmodo Media Group#page2.tif			
source=Trademark AR Agreement by Fusion Media in favor of Gizmodo Media Group#page3.tif			
source=Trademark AR Agreement by Fusion Media in favor of Gizmodo Media Group#page4.tif			

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## AMENDED AND RESTATED TRADEMARK ASSIGNMENT AGREEMENT

This AMENDED AND RESTATED TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), dated as of May 2, 2019, is made by Fusion Media Network, LLC, a Delaware limited liability company ("Assignor"), in favor of Gizmodo Media Group, LLC, a Delaware limited liability company ("Assignee"). The parties to this Agreement are sometimes referred to herein, individually, as a "Party" and, collectively, as the "Parties."

WHEREAS, the Parties entered into that certain Trademark Assignment Agreement, dated as of April 5, 2019 (the "Original Agreement");

WHEREAS, this Agreement amends, restates and replaces the Original Agreement in its entirety; and

WHEREAS, in connection with the closing of the transaction under that certain Securities Purchase Agreement (the "Purchase Agreement"), dated as of April 8, 2019, by and among, for purposes of Section 7.1 of thereof only, Univision Communications Inc., a Delaware corporation, Univision Interactive Media, Inc., a Delaware corporation, Onion Holdco, LLC, a Delaware limited liability company, and G/O Media, Inc., a Delaware corporation, Assignor desires to assign, and Assignee desires to accept, the Assigned Trademarks (as defined below) in accordance with this Agreement.

NOW, THEREFORE, in consideration of the mutual representations, warranties, promises, covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement.

2. Assignment. Assignor hereby irrevocably transfers, assigns and conveys to Assignee, and Assignee hereby accepts, absolutely and forever, throughout the universe, all of Assignor's right, title and interest, whether statutory or at common law, in and to the trademarks listed on Schedule I attached hereto (the "Assigned Marks"), including, but not limited to, all goodwill associated with, and symbolized by, the Assigned Marks, together with all corresponding registrations and applications to register the Assigned Marks, including the registrations listed on Schedule I, as well as all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain proceeds relating to those infringements.

3. Further Actions. Following the date hereof, Assignor shall take such action as may be reasonably necessary to effectuate the assignment and transfer of the Assigned Marks to Assignee.

4. Power of Attorney. Assignor hereby irrevocably grants Assignee power of attorney to execute and deliver any of the documents necessary for the transfer of the Assigned Trademarks on Assignor's behalf in its name and to do all other lawfully permitted acts to transfer the Assigned Trademarks to Assignee and further the transfer, issuance, prosecution and maintenance of all intellectual property rights therein, to the full extent permitted by Law. The power of attorney is coupled with an interest and shall not be impacted by Assignor's subsequent incapacity.

5. Miscellaneous. Sections 7.2 (No Third-Party Beneficiaries), 7.3 (Entire Agreement), 7.4 (Successors and Assigns), 7.5 (Counterparts), 7.6 (Titles), 7.7 (Notices), 7.8 (Governing Law), 7.9 (Consent to Jurisdiction), 7.10 (Waiver of Trial by Jury), 7.11 (Amendment or Modification), 7.12 (Waivers), 7.13


(Specific Performance), 7.14 (Cumulative Remedies), 7.16 (Expenses), 7.17 (Construction) and 7.18 (Severability of Provisions) of the Purchase Agreement are incorporated by reference herein, *mutatis mutandis*.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Assignor has duly executed and delivered this Agreement as of the date first above written.

**ASSIGNOR:**

FUSION MEDIA NETWORK, LLC

By:   
Name: \_\_\_\_\_  
Its: SAMEER DEEN

**AGREED TO AND ACCEPTED:**

**ASSIGNEE:**

**GIZMODO MEDIA GROUP, LLC**

By: Eric Ahlgren  
Name: Eric Ahlgren  
Its: Secretary

*[Signature Page to IP Assignment Agreement]*

**TRADEMARK**  
**REEL: 006638 FRAME: 0011**

**SCHEDULE 1**

**Assigned Marks**

<b>Mark</b>	<b>Registered Owner</b>	<b>Registration / Application Number</b>	<b>Registration / Application Date</b>	<b>Filing Jurisdiction</b>
TRACKRECORD	Fusion Media Network, LLC	5454065 86/941481	04/24/2018 03/15/2016	United States