

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM532750

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Maven Coalition, Inc.		06/10/2019	Corporation: NEVADA
HubPages, Inc.		06/10/2019	Corporation: DELAWARE
Say Media, Inc.		06/10/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BRF FINANCE CO., LLC		
Street Address:	299 Park Avenue		
Internal Address:	21st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	5744437	MAVEN COALITION	
Registration Number:	4108795	HUBPAGES	
Registration Number:	3652081	ADFRAMES	
Registration Number:	4357773	SAY	
Registration Number:	4357774	SAY	
Registration Number:	4357775	SAY	
Registration Number:	4357793	SAY"	
Registration Number:	4353834	SAY"	
Registration Number:	4353835	SAY"	
Registration Number:	4074917	SAY MEDIA	
Registration Number:	4682317	SAY MEDIA	
Registration Number:	4682318	SAY MEDIA	
Registration Number:	4556174	SAY MEDIA	
Registration Number:	5215950	TEMPEST	
Registration Number:	4825304	SAY DAILY	
Registration Number:	4825303	SAY DAILY	

OP \$440.00 5744437

Property Type	Number	Word Mark
Registration Number:	4339096	ADFRAMES SPARK
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>		
Phone:	617-248-5000	
Email:	tmadmin@choate.com	
Correspondent Name:	Daniel L. Scales	
Address Line 1:	Two International Place	
Address Line 4:	Boston, MASSACHUSETTS 02110	
NAME OF SUBMITTER:	Daniel L. Scales	
SIGNATURE:	/daniel l. scales/	
DATE SIGNED:	07/19/2019	
Total Attachments: 6		
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GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Trademark Security Agreement”), dated as of June 10, 2019, by each of the undersigned (collectively, the “Grantors” and each, a “Grantor”), in favor of BRF FINANCE CO., LLC, as Agent.

WITNESSETH:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of June 10, 2019 (including all exhibits and schedules thereto and as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “Security Agreement”), by and among THEMAVEN, INC., a Delaware corporation (the “Borrower”), CERTAIN DIRECT AND INDIRECT SUBSIDIARIES OF THE BORROWER FROM TIME TO TIME PARTY THERETO (the “Subsidiary Grantors” and, collectively with the Borrower, the “Grantors”) and BRF FINANCE CO., LLC, as agent for the Secured Parties (in such capacity, together with its successors and assigns, the “Agent”).

WHEREAS, each Grantor is required to execute and deliver to the Agent this Trademark Security Agreement for the benefit of the Secured Parties.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and in the Security Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. As security for the payment and performance in full of the Secured Obligations, each Grantor hereby grants to the Agent and its successors and assigns, for the benefit of the Secured Parties, a continuing lien on and security interest in all of such Grantor’s right, title and interest in, to and under any Trademarks and Trademark Licenses constituting Collateral owned by such Grantor, along with all goodwill associated therewith (collectively, the “Trademark Collateral”), whether now owned or existing or hereafter acquired or arising and wherever located, including all Trademarks set forth on Schedule I hereto, provided that no lien or security interest shall be granted on any trademark or service mark consisting of an “intent to use” application until such time as an amendment to allege use in respect thereof has been accepted by the United States Patent and Trademark Office.

3. SECURITY AGREEMENT. The liens and security interests granted pursuant to this Trademark Security Agreement are granted in furtherance, and not in limitation, of the liens and security interests granted to the Agent, for the benefit of the Secured Parties, as security for the payment and performance in full of the Secured Obligations, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the liens on and security interests in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event

that any provision of this Trademark Security Agreement conflicts with the Security Agreement, the provisions of the Security Agreement shall control.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument. The exchange of copies of this Trademark Security Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Trademark Security Agreement as to the parties hereto and may be used in lieu of the original Trademark Security Agreement and signature pages for all purposes.

5. TERMINATION OR RELEASE. This Trademark Security Agreement shall terminate and the liens and security interests granted hereby shall be automatically released in accordance with the provisions set forth in Section 9 of the Security Agreement.

6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK.

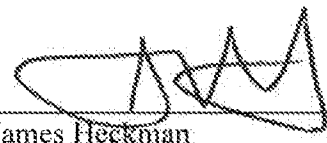
[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


MAVEN COALITION, INC.

By: 
Name: James Heckman
Title: President & Chief Executive Officer

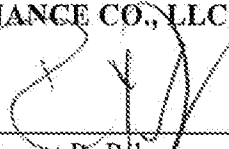
HUBPAGES, INC.

By: 
Name: James Heckman
Title: President & Chief Executive Officer

SAY MEDIA, INC.

By: 
Name: James Heckman
Title: President & Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:
BRF FINANCE CO., LLC,
as Agent

By: 
Name: Bryant R. Riley
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006698 FRAME: 0678

Schedule I

Trademark Applications and Registrations

Owner Name	Title of Mark	Application Date	Registration Date	Trademark Number / Application Number	Status
Maven Coalition, Inc.	THEMAVEN (word)	10/7/2016		87196910	Pending
Maven Coalition, Inc.	MAVEN (stylized with first key design - no color claim)	5/15/2017		87450447	Pending
Maven Coalition, Inc.	(First Key Design - no color claim)	5/15/2017		87450505	Pending
Maven Coalition, Inc.	MAVEN (stylized with second key design - no color claim)	3/10/2018		87828812	Pending
Maven Coalition, Inc.	(Second Key Design - no color claim)	3/10/2018		87828817	Pending
Maven Coalition, Inc.	MAVEN (word)	3/10/2018		87828835	Pending
Maven Coalition, Inc.	MAVEN COALITION (word)	8/31/2018		88101518	Pending
HubPages, Inc.	HUBPAGES (word)	7/26/2011	3/6/2012	4108795	Registered
HubPages, Inc.	YELDBUILD (word)	3/12/2008	10/14/2008	3515794	Registered
Say Media, Inc.	ADFRAMES (word)	2/1/2008	7/7/2009	3652081	Registered
Say Media, Inc.	SAY (word)	10/24/2012	6/25/2013	4357773	Registered
Say Media, Inc.	SAY (word)	10/24/2012	6/25/2013	4357774	Registered
Say Media, Inc.	SAY (word)	10/24/2012	6/25/2013	4357775	Registered

Owner Name	Title of Mark	Application Date	Registration Date	Trademark Number / Application Number	Status
Say Media, Inc.	SAY (stylized with design - no color claim)	10/25/2012	6/25/2013	4357793	Registered
Say Media, Inc.	SAY (stylized with design - no color claim)	10/25/2012	6/18/2013	4353834	Registered
Say Media, Inc.	SAY (stylized with design - no color claim)	10/25/2012	6/18/2013	4353835	Registered
Say Media, Inc.	SAY MEDIA (word)	8/17/2010	12/20/2011	4074917	Registered
Say Media, Inc.	SAY MEDIA (word)	8/17/2010	2/3/2015	4682317	Registered
Say Media, Inc.	SAY MEDIA (word)	8/17/2010	2/3/2015	4682318	Registered
Say Media, Inc.	SAY MEDIA (word)	8/17/2010	6/24/2014	4556174	Registered
Say Media, Inc.	TEMPEST (word)	9/16/2014	6/6/2017	5215950	Registered
Say Media, Inc.	SAY DAILY (word)	9/19/2014	10/6/2015	4825304	Registered
Say Media, Inc.	SAY DAILY (word)	9/19/2014	10/6/2015	4825303	Registered
Say Media, Inc.	ADFRAMES SPARK (word)	8/4/2010	5/21/2013	4339096	Registered