

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM398317

<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>
Gawker Media LLC		09/09/2016	Limited Liability Company: DELAWARE
Kinja Kft.		09/09/2016	Corporation: HUNGARY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UniModa, LLC		
<b>Street Address:</b>	605 Third Avenue, 12th 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: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3074351	KINJA	
<b>Registration Number:</b>	3119691	DEFAMER.	
<b>Registration Number:</b>	3119693	KOTAKU	
<b>Registration Number:</b>	3123017	LIFEHACKER	
<b>Registration Number:</b>	3187369	DEADSPIN	
<b>Registration Number:</b>	3231927	DEFAMER	
<b>Registration Number:</b>	2877598	GIZMODO	
<b>Registration Number:</b>	3805741	IO9	
<b>Registration Number:</b>	3285856	JALOPNIK	
<b>Registration Number:</b>	3597171	JEZEBEL	
<b>Registration Number:</b>	3274695	KOTAKU	
<b>Registration Number:</b>	3274709	LIFEHACKER	
<b>Registration Number:</b>	3177176	SPLOID	
<b>Registration Number:</b>	3282718	VALLEYWAG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2138918763		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

OP \$365.00 3074351

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Email:** rhonda.deleon@lw.com  
**Correspondent Name:** Latham & Watkins LLP  
**Address Line 1:** 355 South Grand Avenue  
**Address Line 4:** Los Angeles, CALIFORNIA 90071-1560

<b>ATTORNEY DOCKET NUMBER:</b>	055846-0019
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon
<b>SIGNATURE:</b>	/Rhonda DeLeon/
<b>DATE SIGNED:</b>	09/13/2016

**Total Attachments: 6**

source=Trademark Assignment Agreement (Execution 9.9.16)#page1.tif  
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source=Trademark Assignment Agreement (Execution 9.9.16)#page6.tif

**TRADEMARK ASSIGNMENT AGREEMENT**

This **TRADEMARK ASSIGNMENT AGREEMENT** (“Agreement”) is made and entered into as of the 9th day of September, 2016 by and between UniModa, LLC (“Buyer”) or its designee (Buyer or such designee, “Assignee”), and Gawker Media LLC and Kinja Kft. (each, an “Assignor” and collectively, “Assignors”).

WHEREAS, each Assignor is the owner of the entire right, title, interest and goodwill in and to all of its trademarks, either registered, pending or at common law, including, without limitation, the trademarks identified opposite such Assignor’s name on Schedule A attached hereto (collectively, the “Trademarks”);

WHEREAS, this Agreement is made and entered into in connection with the Closing of the transactions contemplated by that certain Asset Purchase Agreement, dated as of August 17, 2016 (the “Purchase Agreement”), by and among Buyer and each other Person that is a signatory thereto, including, without limitation, the Assignors;

WHEREAS, capitalized terms used but not defined herein shall have the respective meanings given to such terms in the Purchase Agreement;

WHEREAS, pursuant to the Purchase Agreement, each Assignor has agreed to sell, transfer, assign, convey and deliver to Buyer, and Buyer has agreed to purchase, acquire and accept from each Assignor, all of such Assignor’s direct or indirect right, title and interest in, to and under certain assets (including, without limitation, the Trademarks);

WHEREAS, the execution and delivery of this Agreement is required by Section 2.9(a) of the Purchase Agreement; and

WHEREAS, this Agreement, as duly executed by Assignee and each Assignor, is being delivered as of the date hereof by each party hereto to the other party effective as of the Closing.

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, each Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee, such Assignor’s entire worldwide right, title and interest in and to, including any and all common law rights thereto, as well as the goodwill of the business symbolized by, the Trademarks; together with all renewals thereof; as well as all damages and payments for past or future infringements, misappropriations, dilutions or other violations thereof and all rights to apply for, revive and maintain in all registration, renewals and/or extensions thereof; and any and all United States and/or foreign trademark (or service mark) registrations which may be issued on same in the future except for any trademarks or related rights constituting Excluded Assets; provided that, with respect to any Trademarks that have United States intent to-use trademark applications for which an affidavit of use has not yet been filed, the transfer and assignment of such applications shall not be effective until the expiration of any period during which the assignment thereof would impair, under applicable law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications.

Together with each Assignor's worldwide right, title and interest in and to each of the Trademarks, as well as the goodwill of the business associated with said Trademarks being assigned to Assignee, are the rights to police, monitor and enforce said Trademarks against any and all past, current and future infringements misappropriations, dilutions or other violations (including, without limitation, the right to sue for and collect damages caused by any such infringement, misappropriation, dilution or other violation) which may have occurred at any time in the unlimited past, up to the date of this Agreement, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and registration of the Trademarks.

In accordance with Section 6.1 and 6.2 of the Purchase Agreement, each Assignor hereby agrees to promptly perform all affirmative acts and provide any further documentation, which may be reasonably necessary or desirable to record or perfect the above-described transfer of Trademark rights, or to secure registration before the United States Patent and Trademark Office or any foreign trademark office, at Assignee's expense, as well as to cooperate with each Assignee in obtaining and/or providing information required in any proceedings relating to the Trademarks, again at Assignee's expense.

Each Assignor hereby further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all trademark and service mark registrations, amended registrations and renewals that have been or may be granted upon any application or petition for same, to Assignee, and Assignee's successors and/or assigns.

Each Assignor hereby grants to the designated attorneys of Assignee the authority and power to insert on this instrument any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or the trademark office of any other country throughout the world.

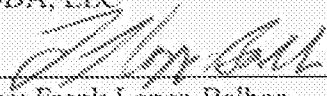
This Agreement is executed and delivered pursuant to the Purchase Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter any representation, warranty, covenant or obligation contained in the Purchase Agreement.

This Agreement may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to each other party. In the event that any signature is delivered by facsimile transmission or by an e-mail which contains a portable document format (.pdf) file of an executed signature page, such signature page shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of New York (without giving effect to the principles of conflicts of laws thereof), except to the extent that the Laws of such State are superseded by the Bankruptcy Code or other applicable federal Law.

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

**"ASSIGNEE"**

UNIMODA, LLC

By:   
Name: Frank Lopez-Balboa  
Title: Chief Financial Officer

**"ASSIGNOR"**

GAWKER MEDIA, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

KINJA, KFT.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**"ASSIGNOR"**

GAWKER MEDIA LLC

By: 

Name: Nicholas Denton

Title: Manager

KINJA KFT.

By:

Name: Peter Szasz

Title: Managing Director

[Signature Page to Trademark Assignment Agreement]

**TRADEMARK**  
**REEL: 005877 FRAME: 0614**

“ASSIGNOR”

GAWKER MEDIA LLC

By: \_\_\_\_\_  
Name: Nicholas Denton  
Title: Manager

KINJA KFT.

By:  \_\_\_\_\_  
Name: Peter Szasz  
Title: Managing Director

**SCHEDULE A**

**Trademark Registrations**

<b><u>Assignor</u></b>	<b><u>Trademark</u></b>	<b><u>Jurisdiction</u></b>	<b><u>Application or Registration Number</u></b>
Gawker Media LLC	Kinja	United States	3074351
Kinja, Kft.	Defamer.	United States	3119691
Kinja, Kft.	Kotaku	United States	3119693
Kinja, Kft.	Lifehacker	United States	3123017
Kinja, Kft.	Deadspin	United States	3187369
Kinja, Kft.	Defamer	United States	3231927
Kinja, Kft.	Gizmodo	United States	2877598
Kinja, Kft.	io9	United States	3805741
Kinja, Kft.	Jalopnik	United States	3285856
Kinja, Kft.	Jezebel	United States	3597171
Kinja, Kft.	Kotaku	United States	3274695
Kinja, Kft.	Lifehacker	United States	3274709
Kinja, Kft.	Sploid	United States	3177176
Kinja, Kft.	Valleywag	United States	3282718
Kinja, Kft.	Gizmodo <sup>1</sup>	European Union	'004539458
Kinja, Kft.	GIZMODO	European Union	015018013
Kinja, Kft.	Kotaku	European Union	'009210824
Kinja, Kft.	Deadspin	European Union	'008957862
Kinja, Kft.	io9	European Union	'008957912
Kinja, Kft.	Jalopnik	European Union	'008957896
Kinja, Kft.	Lifehacker	European Union	'008957797
Kinja, Kft.	Gizmodo	Canada	TMA785436
Kinja, Kft.	Lifehacker	Canada	TMA796516
Kinja, Kft.	Jezebel	Canada	TMA785434
Kinja, Kft.	Deadspin	Canada	TMA801662
Kinja, Kft.	Kotaku	Canada	TMA802616
Kinja, Kft.	Jalopnik	Canada	TMA789454
Kinja, Kft.	io9	Canada	TMA786763

<sup>1</sup> Cancelled for non-use per a proceeding instituted by a third-party.