
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D
(Rule 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT
TO § 240.13D-1(A) AND AMENDMENTS THERETO FILED

Pursuant to § 240.13d-2(a)

UNDER THE SECURITIES EXCHANGE ACT OF 1934

(Amendment No. 2)*

TheMaven, Inc.
(Name of Issuer)

Common Stock, par value \$0.01
(Title of Class of Securities)

88339B102
(CUSIP Number)

Bryant R. Riley
B. Riley Financial, Inc.
11100 Santa Monica Blvd., Suite 800
Los Angeles, CA 90025
(818) 884-3737

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

October 6, 2021

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note. Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

CUSIP No. 88339B102

1	NAMES OF REPORTING PERSONS B. Riley Financial, Inc.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE Instructions) WC, AF	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 83,149,780 (1)(2)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 83,149,780 (1)(2)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 83,149,780 (1)(2)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input checked="" type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 31.4%*	
14	TYPE OF REPORTING PERSON (See Instructions) HC	

* Percent of class is calculated based on 264,645,981 shares of common stock, par value \$0.01 (the "Common Stock"), of TheMaven, Inc. (the "Issuer") outstanding as of September 9, 2021 as reported by the Issuer in its definitive proxy statement filed on September 9, 2021.

(1) Excludes 10,530,303 shares of Common Stock issuable upon conversion of the shares of the Issuer's Series H Convertible Preferred Stock, par value \$0.01 per share (the "Series H Preferred Stock") held by BRC Partners Opportunity Fund, LP ("BRPLP"), B. Riley Principal Investments, LLC ("BRPI") and BRF Investments, LLC ("BRFI"), as applicable, which cannot be acquired by the Reporting Persons within 60 days due to a 4.99% beneficial ownership limitation applicable to the Series H Preferred Stock and the Warrants that prevents the Reporting Persons from converting the shares of Series H Preferred Stock beneficially owned by them as of the date hereof (the "Beneficial Ownership Limitation"). See Item 6 of this Schedule 13D (as defined below).

(2) Excludes 875,000 shares of Common Stock issuable upon exercise of the warrants to purchase Common Stock (the "Warrants") held by BRPLP and BRFI. See Item 6 of this Schedule 13D.

1	NAMES OF REPORTING PERSONS BRC Partners Opportunity Fund, LP	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (<i>SEE</i> Instructions) WC	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 7,612,089 (1)(2)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 7,612,089 (1)(2)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 7,612,089 (1)(2)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (<i>See</i> Instructions) <input checked="" type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 2.9%*	
14	TYPE OF REPORTING PERSON (<i>See</i> Instructions) PN	

* Percent of class is calculated based on 264,645,981 shares of Common Stock outstanding as of September 9, 2021 as reported by the Issuer in its definitive proxy statement filed on September 9, 2021.

(1) Excludes 7,575,758 shares of Common Stock issuable upon conversion of 2,500 shares of Series H Preferred Stock held by BRPLP, which cannot be acquired by BRPLP within 60 days due to the Beneficial Ownership Limitation. See Item 6 of this Schedule 13D.

(2) Excludes 250,000 shares of Common Stock issuable upon exercise of the Warrants held by BRPLP. See Item 6 of this Schedule 13D.

1	NAMES OF REPORTING PERSONS BRC Partners Management GP, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (<i>SEE</i> Instructions) AF	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 7,612,089 (1)(2)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 7,612,089 (1)(2)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 7,612,089 (1)(2)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (<i>See</i> Instructions) <input checked="" type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 2.9%*	
14	TYPE OF REPORTING PERSON (<i>See</i> Instructions) OO	

* Percent of class is calculated based on 264,645,981 shares of Common Stock outstanding as of September 9, 2021 as reported by the Issuer in its definitive proxy statement filed on September 9, 2021.

(1) Excludes 7,575,758 shares of Common Stock issuable upon conversion of 2,500 shares of Series H Preferred Stock held by BRPLP, which cannot be acquired by BRPLP within 60 days due to the Beneficial Ownership Limitation. See Item 6 of this Schedule 13D.

(2) Excludes 250,000 shares of Common Stock issuable upon exercise of the Warrants held by BRPLP. See Item 6 of this Schedule 13D.

1	NAMES OF REPORTING PERSONS B. Riley Capital Management, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (<i>SEE</i> Instructions) AF	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION New York	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 7,612,089 (1)(2)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 7,612,089 (1)(2)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 7,612,089 (1)(2)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (<i>See</i> Instructions) <input checked="" type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 2.9%*	
14	TYPE OF REPORTING PERSON (<i>See</i> Instructions) IA, OO	

* Percent of class is calculated based on 264,645,981 shares of Common Stock outstanding as of September 9, 2021 as reported by the Issuer in its definitive proxy statement filed on September 9, 2021.

(1) Excludes 7,575,758 shares of Common Stock issuable upon conversion of 2,500 shares of Series H Preferred Stock held by BRPLP, which cannot be acquired by BRPLP within 60 days due to the Beneficial Ownership Limitation. See Item 6 of this Schedule 13D.

(2) Excludes 250,000 shares of Common Stock issuable upon exercise of the Warrants held by BRPLP. See Item 6 of this Schedule 13D.

1	NAMES OF REPORTING PERSONS B. Riley Principal Investments, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (<i>SEE</i> Instructions) WC	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 4,094,708 (1)(2)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 4,094,708 (1)(2)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 4,094,708 (1)(2)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (<i>See</i> Instructions) <input checked="" type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 1.5%*	
14	TYPE OF REPORTING PERSON (<i>See</i> Instructions) OO	

* Percent of class is calculated based on 264,645,981 shares of Common Stock outstanding as of September 9, 2021 as reported by the Issuer in its definitive proxy statement filed on September 9, 2021.

(1) Excludes 333,333 shares of Common Stock issuable upon conversion of 110 shares of Series H Preferred Stock held by BRPI. See Item 6 of this Schedule 13D.

1	NAMES OF REPORTING PERSONS BRF Investments, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (<i>SEE</i> Instructions) WC	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 71,442,983 (1)(2)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 71,442,983 (1)(2)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 71,442,983	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (<i>See</i> Instructions) <input checked="" type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 27.0%*	
14	TYPE OF REPORTING PERSON (<i>See</i> Instructions) OO	

* Percent of class is calculated based on 264,645,981 shares of Common Stock outstanding as of September 9, 2021 as reported by the Issuer in its definitive proxy statement filed on September 9, 2021.

(1) Excludes 2,621,212 shares of Common Stock issuable upon conversion of 865 shares of Series H Preferred Stock held by BRFI, which cannot be acquired by BRFI within 60 days due to the Beneficial Ownership Limitation. See Item 6 of this Schedule 13D.

(2) Excludes 625,000 shares of Common Stock issuable upon exercise of the Warrants held by BRFI. See Item 6 of this Schedule 13D.

1	NAMES OF REPORTING PERSONS Bryant R. Riley	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (<i>SEE</i> Instructions) PF, AF	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 76,190,859 (1)(2)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 76,190,859 (1)(2)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 76,190,859 (1)(2)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (<i>See</i> Instructions) <input checked="" type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 33.2%*	
14	TYPE OF REPORTING PERSON (<i>See</i> Instructions) IN	

* Percent of class is calculated based on 264,645,981 shares of Common Stock outstanding as of September 9, 2021 as reported by the Issuer in its definitive proxy statement filed on September 9, 2021.

(1) Excludes 10,530,303 shares of Common Stock issuable upon conversion of the shares of the Issuer's Series H Preferred Stock held by BRPLP, BRPI and BRFI, as applicable, which cannot be acquired by the Reporting Persons within 60 days due to the Beneficial Ownership Limitation. See Item 6 of this Schedule 13D.

(2) Excludes 875,000 shares of Common Stock issuable upon exercise of Warrants held by BRPLP and BRPI. See Item 6 of this Schedule 13D.

This Amendment No. 2 (this "Amendment No. 2") to the statement on Schedule 13D amends and supplements the statement on Schedule 13D filed by certain of the Reporting Persons on November 27, 2020, as amended by Amendment No. 1 to Schedule 13D, filed with the Securities and Exchange Commission (the "SEC") on January 7, 2021 (as amended, the "Original Schedule 13D" and, together with this Amendment No. 2, the "Schedule 13D"). Except as amended in this Amendment No. 2, the Original Schedule 13D remains in full force and effect. Terms defined in the Schedule 13D are used in this Amendment No. 2 as so defined, unless otherwise defined in this Amendment No. 2.

Item 2. Identity and Background

Item 2 of the Original Schedule 13D is hereby amended and restated in its entirety as follows:

(1) B. Riley Financial, Inc. ("BRF") is a Delaware corporation with a principal place of business located at 11100 Santa Monica Blvd., Suite 800, Los Angeles, California 90025. The principal business of BRF is serving as a holding company. Set forth on Schedule A hereto ("Schedule A") [*NTD: I assume it makes sense to restate Schedule A for any changes since the last filing in directors and/or executive officers.*] is the name and present principal business, occupation or employment and the name, principal business and address of any corporation or other organization in which such employment is conducted, and the citizenship of the executive officers and directors of BRF. To the best of BRF's knowledge, except as otherwise described herein, none of the persons listed on Schedule A beneficially owns any securities of the Issuer or is a party to any contract, agreement or understanding required to be disclosed herein.

(2) BRC Partners Opportunity Fund, LP ("BRPLP") is a Delaware limited partnership with a principal place of business located at 11100 Santa Monica Blvd., Suite 800, Los Angeles, California 90025.

(3) BRC Partners Management GP, LLC ("BRPGP") is a Delaware limited liability company with a principal place of business located at 11100 Santa Monica Blvd., Suite 800, Los Angeles, California 90025. The principal business of BRPGP is serving as the general partner of BRPLP.

(4) B. Riley Capital Management, LLC ("BRCM") is a New York limited liability company with a principal place of business located at 11100 Santa Monica Blvd., Suite 800, Los Angeles, California 90025. The principal business of BRCM is acting as a registered investment advisor to various clients.

(5) B. Riley Principal Investments, LLC ("BRPI") is a Delaware limited liability company with a principal place of business located at 11100 Santa Monica Blvd., Suite 800, Los Angeles, California 90025. The principal business of BRPI is investing in securities.

(6) BRF Investments, LLC ("BRFI") is a Delaware limited liability company with a principal place of business located at 11100 Santa Monica Blvd., Suite 800, Los Angeles, California 90025. The principal business of BRF Finance is investing in securities and other assets.

(7) Mr. Bryant R. Riley is an individual with a business office located at 11100 Santa Monica Blvd., Suite 800, Los Angeles, California 90025. Mr. Riley is the Chairman and Co-Chief Executive Officer of BRF.

During the last five years, none of the Reporting Persons or any person listed on Schedule A has been: (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors); or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration

Item 3 of the Original Schedule 13D is hereby amended and restated in its entirety as follows:

The shares of Common Stock to which this Schedule 13D relates were issued upon the conversion of (i) 15,250 shares of Series J Preferred stock previously held of record by BRPI; (ii) 1,246 shares of Series J Preferred Stock previously held of record by BRPLP; (iii) Convertible Debentures previously held of record by BRPI and BRPLP; (iv) 3,367 shares of Series K Convertible Preferred Stock previously held of record by BRF Finance; and (v) 4,094,708 shares received by BRPI in consideration for the satisfaction of \$2.8 million of indebtedness, plus accrued and unpaid interest, owed by the prior chief executive officer of the Issuer to BRPI, in each case, in connection with the transactions described in Item 6 of the Schedule 13D.

Item 4. Purpose of Transaction

Item 4 of the Original Schedule 13D is hereby amended and restated in its entirety as follows:

The Reporting Persons purchased the shares of Common Stock and the Series H Preferred Stock convertible into the shares of Common Stock to which this Schedule 13D relates for investment purposes, and such purchases were made in the ordinary course of business of the Reporting Persons.

In pursuing such investment purposes, the Reporting Persons may further purchase, hold, vote, trade, dispose or otherwise deal in Issuer securities at times, and in such manner, as they deem advisable to benefit from, among other things, (1) changes in the market prices of such securities; (2) changes in the Issuer's operations, business strategy or prospects; or (3) from the sale or merger of the Issuer. To evaluate such alternatives, the Reporting Persons intend to closely monitor the Issuer's operations, prospects, business development, management, competitive and strategic matters, capital structure, and prevailing market conditions, as well as other economic, securities markets and investment considerations.

Consistent with their investment research methods and evaluation criteria, the Reporting Persons may discuss such matters with the management or Board of Directors of the Issuer (the "Board"), other stockholders, industry analysts, existing or potential strategic partners or competitors, investment and financing professionals, sources of credit, and other investors. Such evaluations and discussions may materially affect, and result in, among other things, the Reporting Persons (1) modifying their ownership of Issuer securities; (2) exchanging information with the Issuer pursuant to appropriate confidentiality or similar agreements; (3) proposing changes in the Issuer's operations, governance or capitalization; (4) pursuing a transaction that would result in the Reporting Persons' acquisition of all or a controlling interest in the Issuer; or (5) pursuing one or more of the other actions described in subsections (a) through (j) of Item 4 of Schedule 13D.

Currently, each of Daniel Schribman and Todd Sims, employees of a subsidiary of BRF, serve as members of the Board.

In addition to the information disclosed in this Schedule 13D, the Reporting Persons reserve the right to (1) formulate other plans and proposals; (2) take any actions with respect to their investment in the Issuer, including any or all of the actions set forth in subsections (a) through (j) of Item 4 of Schedule 13D; and (3) acquire additional Issuer securities or dispose of some or all of the Issuer securities beneficially owned by them, in each case in the open market, through privately negotiated transactions or otherwise. The Reporting Persons may at any time reconsider and change their plans or proposals relating to the foregoing.

Item 5. Interest in Securities of the Issuer

Item 5 of the Original Schedule 13D is hereby amended and restated in its entirety as follows:

(a) – (b)

1. As of the date of hereof, (i) BRPLP beneficially owns directly 7,612,089 shares of Common Stock, representing 2.9% of the issued and outstanding Common Stock; (ii) BRPI beneficially owns directly 4,094,708 shares of Common Stock, representing 1.5% of the issued and outstanding Common Stock; and (iii) BRFI beneficially owns directly 71,442,983 shares of Common Stock, representing 27.0% of the issued and outstanding Common Stock. The calculations of the ownership percentages reported herein are based on a total of 264,645,981 shares of Common Stock issued and outstanding as of September 9, 2021 as reported by the Issuer in its definitive proxy statement, filed with the SEC on September 9, 2021. Each of the Reporting Persons disclaims beneficial ownership of the Common Stock underlying the shares of Series H Preferred Stock and the Warrants directly held by BRPLP, BRPI and BRFI, which, in each case, cannot be acquired by the Reporting Persons within 60 days due to the Beneficial Ownership Limitation.

2. BRPGP is a subsidiary of BRCM, a registered investment advisor, and is the general partner of BRPLP. BRF is the parent company of BRCM. As a result, BRPGP, BRCM and BRF may be deemed to indirectly beneficially own the shares of Common Stock beneficially owned by BRPLP.
3. BRF is the parent company of BRPI. As a result, BRF may be deemed to indirectly beneficially own the shares of Common Stock beneficially owned by BRPI.
4. BRF is the parent company of BRFI. As a result, BRF may be deemed to indirectly beneficially own the shares of Common Stock beneficially owned by BRFI.
5. BRF and Mr. Riley may be deemed to indirectly beneficially own an aggregate of 83,149,780 shares of Common Stock, representing 31.4% of the Issuer's issued and outstanding Common Stock as a result of the relationships described in Item 2 of this Schedule 13D. Each of BRF and Mr. Riley expressly disclaims beneficial ownership of the shares of Common Stock beneficially owned by BRPLP, BRPI and BRFI, except to the extent of its/his pecuniary interest therein.

Each of the Reporting Persons, as a member of a "group" with the other Reporting Persons for purposes of Rule 13d-5(b)(1) of the Exchange Act, may be deemed to beneficially own the securities of the Issuer owned by the other Reporting Persons (subject to the Beneficial Ownership Limitation, to the extent applicable). The filing of this Schedule 13D shall not be deemed an admission that the Reporting Persons are, for purposes of Section 13(d) of the Exchange Act, the beneficial owners of any securities of the Issuer it does not directly own or control. Each of the Reporting Persons specifically disclaims beneficial ownership of the securities reported herein that it does not directly own or control.

(c) Except for the information set forth in this Schedule 13D, none of the Reporting Persons has effected any transactions related to the Common Stock within the past 60 days.

(d) Not applicable.

(e) Not applicable

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Item 6 of the Original Schedule 13D is hereby amended and supplemented by adding the following:

Settlement Agreement

BRPI, a subsidiary of BRF, was the holder of a loan to the former chief executive officer of the Issuer, secured by certain securities of the Issuer, which loan matured on February 12, 2021. The former chief executive officer failed to pay the amounts due at maturity and, following negotiation, the parties entered into a Settlement Agreement and Release of Claims pursuant to which the former chief executive officer agreed to convey to BRPI 4,094,078 shares of Common Stock and 110 shares of Series H Preferred Stock in satisfaction of his obligations under the loan. The securities were transferred effective October 6, 2021.

Item 7. Material to Be Filed as Exhibits

The following documents are filed as exhibits:

Exhibit Number	Description
1	Settlement Agreement and Release of Claims, dated August 27, 2021
2	Joint Filing Agreement, dated as of October 12, 2021, by and among B. Riley Financial, Inc., BRC Partners Opportunity Fund, LP, BRC Partners Management GP, LLC, B. Riley Capital Management, LLC, B. Riley Principal Investments, LLC, BRF Investments, LLC and Bryant R. Riley.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: October 12, 2021

B. RILEY FINANCIAL, INC.

By: /s/ Bryant R. Riley
Name: Bryant R. Riley
Title: Co-Chief Executive Officer

BRC PARTNERS OPPORTUNITY FUND, LP

By: /s/ Bryant R. Riley
Name: Bryant R. Riley
Title: Chief Investment Officer

BRC PARTNERS MANAGEMENT GP, LLC

By: B. Riley Capital Management, LLC, its sole member

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

B. RILEY CAPITAL MANAGEMENT, LLC

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

B. RILEY PRINCIPAL INVESTMENTS, LLC

By: /s/ Daniel Shribman
Name: Daniel Shribman
Title: President

BRF INVESTMENTS, LLC

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

/s/ Bryant R. Riley
Bryant R. Riley

The original statement shall be signed by each person on whose behalf the statement is filed or his authorized representative. If the statement is signed on behalf of a person by his authorized representative (other than an executive officer or general partner of this filing person), evidence of the representative's authority to sign on behalf of such person shall be filed with the statement, provided, however, that a power of attorney for this purpose which is already on file with the Commission may be incorporated by reference. The name and any title of each person who signs the statement shall be typed or printed beneath his signature.

Attention: Intentional Misstatements or Omissions of Fact Constitute Federal Criminal Violations
(see 18 U.S.C. 1001)

SCHEDULE A**Executive Officers and Directors of B. Riley Financial, Inc.**

Name and Position	Present Principal Occupation	Business Address	Citizenship
Bryant R. Riley Chairman of the Board of Directors and Co-Chief Executive Officer	Chief Investment Officer of BRC Partners Opportunity Fund, LP; Chief Executive Officer of B. Riley Capital Management, LLC; Co-Executive Chairman of B. Riley Securities, Inc.; and Chairman of the Board of Directors and Co-Chief Executive Officer of B. Riley Financial, Inc.	11100 Santa Monica Blvd. Suite 800 Los Angeles, CA 90025	United States
Thomas J. Kelleher Co-Chief Executive Officer and Director	Co-Chief Executive Officer and Director of B. Riley Financial, Inc.; Co-Executive Chairman of B. Riley Securities, Inc.; and President of B. Riley Capital Management, LLC	11100 Santa Monica Blvd. Suite 800 Los Angeles, CA 90025	United States
Phillip J. Ahn Chief Financial Officer and Chief Operating Officer	Chief Financial Officer and Chief Operating Officer of B. Riley Financial, Inc.	30870 Russell Ranch Rd Suite 250 Westlake Village, CA 91362	United States
Kenneth Young President	President of B. Riley Financial, Inc.; and Chief Executive Officer of B. Riley Principal Investments, LLC	11100 Santa Monica Blvd. Suite 800 Los Angeles, CA 90025	United States
Alan N. Forman Executive Vice President, General Counsel and Secretary	Executive Vice President, General Counsel and Secretary of B. Riley Financial, Inc.	299 Park Avenue, 21st Floor New York, NY 10171	United States
Howard E. Weitzman Senior Vice President and Chief Accounting Officer	Senior Vice President and Chief Accounting Officer of B. Riley Financial, Inc.	30870 Russell Ranch Rd Suite 250 Westlake Village, CA 91362	United States
Robert L. Antin Director	Co-Founder of VCA, Inc., an owner and operator of Veterinary care centers and hospitals	11100 Santa Monica Blvd. Suite 800 Los Angeles, CA 90025	United States
Robert D'Agostino Director	President of Q-mation, Inc., a supplier of software solutions	11100 Santa Monica Blvd. Suite 800 Los Angeles, CA 90025	United States
Renée E. LaBran Director	Founding partner of Rustic Canyon Partners (RCP), a technology focused VC fund	11100 Santa Monica Blvd. Suite 800 Los Angeles, CA 90025	United States
Randall E. Paulson Director	Special Advisor to Odyssey Investment Partners, LLC, a private equity investment firm	11100 Santa Monica Blvd. Suite 800 Los Angeles, CA 90025	United States
Michael J. Sheldon Director	Chairman and Chief Executive Officer of Deutsch North America, a creative agency – Retired	11100 Santa Monica Blvd. Suite 800 Los Angeles, CA 90025	United States
Mimi Walters Director	U.S. Representative from California's 45th Congressional District – Retired	11100 Santa Monica Blvd. Suite 800 Los Angeles, CA 90025	United States
Mikel Williams Director	Chief Executive Officer and Director of privately held Targus International, LLC, supplier of carrying cases and accessories	11100 Santa Monica Blvd. Suite 800 Los Angeles, CA 90025	United States

Settlement Agreement and Release of Claims

This settlement agreement (“Settlement”) is made and effective as of the last date upon which each of the parties signs the Settlement (“Effective Date”) and is by and between, on the one hand, B. Riley Principal Investments, LLC, a Delaware limited liability company (“BRPI”), and, on the other hand, James C. Heckman, Jr., an individual residing in the State of Washington (“Mr. Heckman”) and Heckman Maven Investment Fund, LP, a Delaware limited partnership (the “Fund” and, together with Mr. Heckman, the “Heckman Parties”). The term “Parties” as used herein shall refer collectively to BRPI and the Heckman Parties, and the term “Party” shall refer to any one of them.

Recitals

WHEREAS, on or about February 27, 2020, Mr. Heckman executed that certain Secured Promissory Note (the “Note”) in favor of BRF Finance Co., LLC (“BRF” and, collectively with BRPI, as assignee “Holder”) in exchange for a loan in the principal amount of Two Million and Eight Hundred Thousand Dollars (\$2,800,000.00);

WHEREAS, the Note is secured by (a) that certain Pledge Agreement, dated as of February 27, 2020, made by Mr. Heckman in favor of Holder (the “Borrower Pledge Agreement”) and (b) that certain Guaranty and Pledge Agreement, dated as of February 27, 2020, made by the Fund in favor of Holder (as each of the same have been and may be amended, restated, supplement or otherwise modified from time to time, the “Fund Pledge Agreement” and, together with the Borrower Pledge Agreement, the “Pledge Agreements”);

WHEREAS, the Fund Pledge Agreement provides that to induce Holder to loan money to Mr. Heckman, the Fund unconditionally and absolutely guaranteed the prompt payment and performance of all of Mr. Heckman’s obligations under the Note;

WHEREAS, Mr. Heckman’s obligations to Holder are secured by certain collateral as set forth in the Borrower Pledge Agreement and the Fund Pledge Agreement;

WHEREAS, pursuant to the Borrower Pledge Agreement, Mr. Heckman granted to Holder a first priority security interest in a portion of Mr. Heckman’s equity interest in TheMaven, Inc. (the “Company”), including certain shares of common stock (the “Common Stock”);

WHEREAS, pursuant to the Fund Pledge Agreement, the Fund granted to Holder a first priority security interest in certain of the Fund’s shares of Series H Preferred Stock in the Company (the “Preferred Stock” and, together with the Common Stock, the “Pledged Collateral”);

WHEREAS, on or about March 17, 2020, the Fund, American Stock Transfer & Trust Company, LLC (“AST”), the Company, and Holder entered into that certain Letter Agreement (the “AST Fund Control Agreement”), whereby AST, as transfer agent for the Preferred Stock, among other things, acknowledged the security interest in the Preferred Stock that the Fund granted to Holder and agreed to comply with any instructions from Holder or its nominee with respect to the Preferred Stock upon the occurrence and during the continuance of an Event of Default;

WHEREAS, on or about July 17, 2020, as further evidence of its first priority, perfected security interest in the Preferred Stock, Holder filed a financing statement under the Uniform Commercial Code (the "UCC"), which financing statement was amended on or about June 30, 2021 (such amended filing, the "Preferred Stock UCC Filing");

WHEREAS, on or about July 21, 2020, Holder filed a financing statement under the UCC and perfected its interest as a first priority, secured party in the Common Stock, which financing statement was amended on or about July 1, 2021 (such amended filing, the "Common Stock UCC Filing" and, together with the Preferred Stock UCC Filing, the "UCC Filings"). A summary of the UCC Filings is attached hereto as Schedule 1;

WHEREAS, the Note obligates Mr. Heckman to pay Holder on February 27, 2021 (the "Maturity Date") (i) the entire outstanding principal and (ii) all outstanding interest as computed under the Note (collectively, the "Obligations");

WHEREAS, Mr. Heckman failed to repay the Obligations on or before the Maturity Date;

WHEREAS, the Heckman Parties were obligated to complete and sign various documents to evidence the maintenance and perfection of Holder's security interests in the Pledged Collateral;

WHEREAS, on or about February 12, 2021, Holder issued to the Heckman Parties that certain Notice of Event of Default; Reservation of Rights asserting the existence of an Event of Default under, among other documents, the Note and the Pledge Agreements;

WHEREAS, on or about June 22, 2021, BRF assigned the Obligations and its rights under the Note, Pledge Agreements and any other Loan Documents to BRPI;

WHEREAS, on or about July 7, 2021, Mr. Heckman pledged a first priority security interest in 239 shares of Preferred Stock to Holder as additional security for the Obligations pursuant to that certain Amendment No. 1 to the Borrower Pledge Agreement;

WHEREAS, on or about July 7, 2021, Mr. Heckman, AST, the Company, and Holder entered into that certain Letter Agreement (the "AST Borrower Control Agreement"), whereby AST, as transfer agent for the Preferred Stock, among other things, acknowledged the security interest in the Preferred Stock that Mr. Heckman granted to Holder and agreed to comply with any instructions from Holder or its nominee with respect to the Preferred Stock upon the occurrence and during the continuance of an Event of Default;

WHEREAS, Holder is entitled to charge interest at the Default Rate (as defined in the Note) upon (i) failure to repay the Obligations on or before the Maturity Date and/or (ii) the occurrence of an Event of Default (as defined in the Note). For the avoidance of doubt, the Obligations include interest that has accrued and continues to accrue at the Default Rate; and

WHEREAS, the Parties wish to avoid the time, inconvenience, and expense of litigation by settling all disputes between them related to or arising under the Note and the Pledge Agreements, and have voluntarily entered into this Settlement for that purpose.

NOW THEREFORE, in exchange for the terms and conditions set forth, and all other consideration described herein, the receipt and sufficiency of which is hereby acknowledged, and without admission of liability, and in full satisfaction of all claims, the Parties agree as follows:

Settlement

1. Incorporation of Recitals. The recital paragraphs set forth above are incorporated herein by reference.

2. Settlement Consideration. In full and final satisfaction of the Obligations, the Heckman Parties agree that Heckman Parties will not oppose and do hereby authorize BRPI or its affiliate, as applicable, to

- i. complete and execute, for the benefit of BRPI or its nominee, the stock powers and certificates executed in blank in connection with the closing of the Note evidencing the conveyance to BRPI or its nominee of 4,094,708 shares of Common Stock;
- ii. complete and execute, for the benefit of BRPI or its nominee, the applicable transfer agreements evidencing the transfer of 110 shares of Preferred Stock (such 4,094,708 shares of Common Stock and 110 shares of Preferred Stock being referred to herein as the "Settlement Shares"), and instruct AST to reflect such transfer on its books and records;
- iii. upon confirmation by BRPI that the Settlement Shares have been transferred to BRPI or its affiliate in accordance with the terms of this Section 2, terminate those UCC filings listed on Schedule 1 hereto, and any other financing statements of BRPI on the Pledged Assets, and terminate the AST Borrower Control Agreement and all agreements related thereto;
- iv. upon confirmation by BRPI that the Settlement Shares have been transferred to BRPI or its affiliate in accordance with the terms of this Section 2, instruct AST to release the Preferred Stock, other than the Settlement Shares, to the Heckman Parties; and
- v. consider for all federal, state, and local tax purposes the contemplated transaction as a sale of the Heckman Shares to BRPI in the full repayment of Settlement Shares by the Heckman Parties to BRPI.

3. Further Assurances. From time to time after the execution of this Settlement, and for no further consideration, one or both of the Heckman Parties, at the request of BRPI or its nominee, shall reasonably promptly execute, acknowledge, and deliver such assignments, transfers, consents, and other documents and instruments and take such other actions as may be necessary or desirable to consummate and make effective the transactions contemplated by this Settlement. BRPI shall use commercially reasonable best efforts to complete transfer of the Settlement Shares to BRPI, or its affiliate, in accordance with the terms of Section 2 hereof and effectuate the transaction contemplated by this Agreement. The parties shall cooperate in good faith to implement and effectuate the transactions contemplated by this Settlement, including, without limitation, in the case of BRPI, BRPI seeking all such approvals, consents, and legal authorization, if any, at its costs, then required to effectuate the transfer of the Settlement Shares.

4. Mutual Releases.

- a. Upon confirmation by BRPI that the Settlement Shares have been transferred to BRPI or its affiliate in accordance with the terms of Section 2 hereof, in consideration for BRPI's discharge of the Obligations and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the Heckman Parties, and each of their respective members, shareholders, directors, officers, agents, employees, representatives, attorneys, affiliates, partners, beneficiaries, third-party beneficiaries, heirs, executors, administrators, trustees, insureds, insurers, reinsurers, predecessors, successors, assigns, parents, subsidiaries, and all other related persons or entities (collectively, the "Heckman Release Parties"), hereby compromise, settle, fully release, and forever discharge BRPI, along with each of its respective members, managers, shareholders, directors, officers, agents, employees, representatives, attorneys, affiliates, partners, beneficiaries, third-party beneficiaries, heirs, executors, administrators, trustees, insureds, insurers, reinsurers, predecessors, successors, assigns, parents, subsidiaries, and all other related persons or entities (collectively, the "BRPI Release Parties") of and from any and all claims, debts, demands, actions, causes of action, suits, judgments, controversies, liabilities, rights, set-offs, adjustments, obligations, proofs of claim, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, conversions, agreements, promises, damages, arbitrations, mediations, premiums, letters of credit, duties, errors, omissions, orders, liens, losses, costs, expenses, interest, executions of whatever nature and howsoever arising, whether actual or contingent, whether suspected or unsuspected, whether past, present or future, whether reported or unreported, whether known or unknown, and whether grounded in law or equity, contract or tort, directly or indirectly (collectively, the "Claims"), solely to the extent such Claims arise from or relate to the Note, the Pledge Agreements, or the actions giving rise to this Settlement; *provided, however*, that the Heckman Release Parties' release of Claims against the BRPI Release Parties shall not extend to the BRPI Release Parties' obligations, if any, to perform under this Settlement.
- b. Upon confirmation by BRPI that the Settlement Shares has been transferred to BRPI or its affiliate in accordance with the terms of Section 2 hereof, in exchange for the Settlement Shares, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the BRPI Release Parties hereby compromises, settles, fully releases, and forever discharges each of the Heckman Release Parties of and from any and all Claims, solely to the extent such Claims arise from or relate to the Note, the Pledge Agreements, or the actions giving rise to this Settlement; *provided, however*, that the BRPI Release Parties' release of Claims against the Heckman Release Parties shall not extend to the Heckman Release Parties' obligations to perform under this Settlement.

5. Representations and Warranties.

- a. Representations and Warranties of the Heckman Parties. Each of the Heckman Parties hereby represents and warrants to BRPI as follows:
- i. *Power and Authority to Transfer.* Mr. Heckman is the sole record and beneficial owner of the Settlement Shares. Each of the Heckman Parties has the full right, power, and authority to enter into this Settlement. Mr. Heckman has the full right, power, and authority to assign, transfer, and deliver all right, title, and interest to the Settlement Shares free and clear of all liens or encumbrances to BRPI. All action on the part of the Heckman Parties necessary for the authorization, execution, delivery, and performance of this Settlement, the transfer of the Settlement Shares, and the performance of all of the Heckman Parties' obligations hereunder has been taken. This Settlement, when executed and delivered by the Heckman Parties, shall constitute a valid and binding obligation of each of the Heckman Parties.
 - ii. *Compliance with Other Instruments; Transfer.* The execution, delivery, and performance under, and compliance by, the Heckman Parties with all of the terms and transactions set forth under this Settlement, including, without limitation, the transfer of the Settlement Shares, do not and will not result in a violation of or be in conflict with, or constitute a default under, any instrument, judgment, order, writ, decree or contract to which either one or both of the Heckman Parties is a party or by which either one or both of the Heckman Parties is bound, or, to the knowledge of either of the Heckman Parties, of any provision of any federal or state statute, rule or regulation which is, to either of the Heckman Parties' knowledge applicable to the Heckman Parties.
- b. Mutual Representations and Warranties. Each of the Parties represents and warrants that it has neither assigned nor otherwise transferred to any other unaffiliated person or entity, any interest whatsoever in any Claim, if any, that it may have or claimed to have had against any other Party. The Parties acknowledge and agree that this Settlement shall inure to the benefit of and may be enforced by the Parties and any successors.
- c. No Other Representations and Warranties. Except for the representations and warranties contained in this Section 5, no Party nor any other person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of such Party or the Company, including any representation or warranty as to the accuracy or completeness of any information regarding the Company furnished or made available to any Party and any Party's representatives or as to the future revenue, profitability, or success of the Company, or any representation or warranty arising from statute or otherwise in law. Each Party may also possess material, nonpublic information that has not been disclosed. Each Party has made its decision to enter into this Settlement based on its own knowledge and independent investigation of the Company, without regard to anything any Party or any other person has said or not said and each Party has relied only on the specific representations contained in this Settlement, and each Party expressly disclaims reliance on representations not explicitly contained herein.

6. Confidentiality. The Parties agree that they shall treat the terms and conditions of this Settlement as confidential, and the Parties shall not disclose them to any other person, except as necessary to their respective attorneys, insurers, accountants, tax preparers, auditors, or other administrative agency upon lawfully issued subpoena, or as otherwise required by valid order of court or regulatory authority.

7. Denial of Any Liability / Agreement Not Evidence. This Settlement is inadmissible for any purpose whatsoever except in an action to enforce its terms and all Parties deny any obligations and liabilities.

8. Complete Agreement. This instrument constitutes and contains the entire Agreement and understanding between the Parties. Furthermore, this instrument supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, between the Parties. This is an integrated document. Any amendments must be in writing and executed by both Parties.

9. Severability of Invalid Provisions. If any provision of this Settlement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Settlement which can be given effect without the invalid provisions or applications, and to this end the provisions of this Settlement are declared to be severable.

10. Choice of Law / Venue. This Settlement shall be deemed to have been executed and delivered within the State of New York, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of New York without regard to principles of conflict of laws. The Parties agree that any judicial proceeding related to this Settlement shall be brought solely in the courts of the State of New York located in the City of New York, Borough of Manhattan, or of the United States of America for the Southern District of New York.

11. Counterparts. This Settlement may be executed in any number of counterparts, each of which will be deemed an original, and all of which taken together will be considered one and the same agreement.

12. Waiver of Breach / Effect. No waiver of any breach of any term or provision of this Settlement shall be construed to be, nor shall be, a waiver of any other breach of this Settlement. No waiver shall be binding unless in writing and signed by the Party waiving the breach.

13. Headings Not Binding. The use of headings in this Settlement is only for ease of reference, and the headings have no effect and are not to be considered part or a term of this Settlement.

14. Voluntary Execution. The Parties expressly represent and warrant that each has carefully read and fully understands all the provisions of this Settlement and, after review of this Settlement, freely and voluntarily enters into this Settlement.

15. Authority. All Parties have the full power and authority to execute this Settlement.

16. Termination. The obligations of the Parties under this Settlement shall terminate automatically if the Settlement is not fully executed on or before August 31, 2021.

[Remainder of Page Intentionally Left Blank]

IN WITNESS HEREOF, the Parties have caused this Settlement to be duly executed and delivered as of the last date executed below:

B. Riley Principal Investments, LLC

By: /s/ Daniel Shribman
Name: Daniel Shribman
Title: President

Date: 8/27/2021

James C. Heckman, Jr.

By: /s/ James C. Heckman, Jr.
James C. Heckman, Jr.

Date: 8/27/2021

Heckman Maven Investment Fund, LP

By: /s/ James C. Heckman, Jr.
James C. Heckman, Jr.
General Partner

Date: 8/27/2021

Schedule 1

UCC Filings

1. UCC-1 filed July 21, 2020 with the Washington Secretary of State, with James Charles Heckman Jr. as Debtor and BRF Finance Co., LLC as Secured Party, file number 2020-205-6131-2, as assigned by UCC-3 filed July 1, 2021, with B. Riley Principal Investments, LLC as the new Secured Party, file number 2021-182-8138-2.
2. UCC-1 filed July 17, 2020 with the Delaware Department of State, with Heckman Maven Investment Fund, LP as Debtor and BRF Finance Co., LLC as Secured Party file number 2020 4932937, as assigned by UCC-3 filed June 30, 2021, with B. Riley Investments, LLC as the new Secured Party, file number 2021 5108908.

JOINT FILING AGREEMENT

Pursuant to and in accordance with the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder (the “Exchange Act”) the undersigned hereby agree to the joint filing on behalf of each of them of any filing required by such party under Section 13 of the Exchange Act or any rule or regulation thereunder (including any amendment, restatement, supplement, and/or exhibit thereto) with respect to securities of TheMaven, Inc., a Delaware corporation, and further agree to the filing, furnishing, and/or incorporation by reference of this Joint Filing Agreement as an exhibit thereto. Each of the Reporting Persons is responsible for the timely filing of such filings and any amendments thereto, and for the completeness and accuracy of the information concerning such person contained therein; but none of them is responsible for the completeness or accuracy of the information concerning the other persons making the filing, unless such person knows or has reason to believe that such information is inaccurate. This Agreement shall remain in full force and effect until revoked by any party hereto in a signed writing provided to each other party hereto, and then only with respect to such revoking party. This Agreement may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument.

Dated: October 12, 2021

B. RILEY FINANCIAL, INC.

By: /s/ Bryant R. Riley
 Name: Bryant R. Riley
 Title: Co-Chief Executive Officer

BRC PARTNERS OPPORTUNITY FUND, LP

By: /s/ Bryant R. Riley
 Name: Bryant R. Riley
 Title: Chief Investment Officer

BRC PARTNERS MANAGEMENT GP, LLC

By: B. Riley Capital Management, LLC, its sole member

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

B. RILEY CAPITAL MANAGEMENT, LLC

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

B. RILEY PRINCIPAL INVESTMENTS, LLC

By: /s/ Daniel Shribman
 Name: Daniel Shribman
 Title: President

BRF INVESTMENTS, LLC

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

/s/ Bryant R. Riley
 Bryant R. Riley