UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM 8-K
CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(D) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): January 4, 2018

THEMAVEN, INC.

(Exact Name of Registrant as Specified in Charter)

DELAWARE	1-12471	68-0232575
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

2125 Western Avenue, Suite 502 Seattle, WA	98121
(Address of Principal Executive Offices)	(Zip Code)

Registrant's telephone number, including area code: 775-600-2765

2125 Western Avenue, Suite 502
Seattle, WA 98121
(Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction .2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry Into a Material Definitive Agreement.

The disclosure under Item 3.02 and 8.01 is incorporated herein by reference to the extent required.

Item 3.02 Unregistered Sales of Equity Securities.

On January 4, 2018, theMaven, Inc. (the "***Company***") accepted a subscription on a securities purchase agreement (the "***Purchase Agreement***") with a purchaser (the "***Investor***"), for the sale by the Company of an aggregate of 1,200,000 shares of common stock of the Company, par value $0.01 per share (the "***Common Stock***"), at a price of $2.50 per share (the "***Offering***"). The net proceeds after estimated issuance costs are approximately $2,950,000.

The Company issued to MDB Capital Group LLC (the "***Placement Agent***"), in consideration for its services as placement agent for the Offering, 60,000 shares of Common Stock and 60,000 Warrants to purchase Common Stock at $2.50 per share.

Pursuant to the Purchase Agreement, the Company has agreed to indemnify the Investor for liabilities arising out of or relating to (i) any breach of any of the representations, warranties, covenants or agreements made by the Company in the Purchase Agreement or related documents or (ii) any action instituted against an Investor with respect to the Offering, subject to certain exceptions. The Purchase Agreement also contains customary representations and warranties and covenants of the Company and was subject to customary closing conditions.

In addition, the Company entered into a registration rights agreement (the "***Registration Rights Agreement***") with the Investors, dated January 4, 2018, pursuant to which the Company agreed to register for resale the shares of Common Stock purchased pursuant to the Purchase Agreement. The Company also is committed to register the 60,000 shares issued to the Placement Agent. The Company has committed to file the registration statement no later than 200 days after the Closing and to cause the registration statement to become effective no later than the earlier of (i) seven business days after the SEC informs the Company that no review of the registration statement will be made or that the SEC has no further comments on the registration statement. The Registration Rights Agreement provides for liquidated damages upon the occurrence of certain events, including the Company's failure to file the registration statement or cause it to become effective by the deadlines set forth above. The amount of liquidated damages payable to an Investor would be 1% of the aggregate amount invested by such Investor for each 30-day period, or pro rata portion thereof, during which the default continues, up to a maximum amount of 5.0% of the aggregate amount invested by an Investor pursuant to the Purchase Agreement or the value of the securities registered by the Placement Agent.

The shares of Common Stock issued in the Offering and to Placement Agent were offered and sold exclusively to accredited investors in a transaction exempt from registration under the Securities Act of 1933, as amended (the "Securities Act"), as a transaction not involving a public offering, pursuant to Section 4(a)(2) of the Securities Act and Rule 506 of Regulation D promulgated thereunder. The Investors and the Placement Agent represented their intentions to acquire the securities for investment only and not with a view to or for sale in connection with any distribution thereof, and appropriate legends were placed upon the stock certificates and Agent Warrant issued at the Closing. The offer and sale of the securities were made without any general solicitation or advertising.

The foregoing summaries of the Purchase Agreement, the Registration Rights Agreement and the Agent Warrant are qualified in their entirety by reference to the full text of the agreements, which are attached as Exhibits 10.1 and 10.2 hereto and are incorporated herein by reference.

Item 8.01 Other Events.

On January 4, 2017, TheMaven, Inc. ("Maven") entered into a non-binding letter of intent to acquire privately held HubPages, Inc. ("HubPages"), a digital media company that operates a network of 27 premium content channels around topics of passion (the "Letter of Intent"). The acquisition will be subject to negotiation and execution of definitive documentation and various conditions precedent. The parties expect to complete acquisition documentation, employment agreements and other ancillary agreements and satisfy the closing conditions in approximately three months.

The consideration payable for the acquisition to HubPages' consists of the following: (a) the equity stockholders and common stock option holders with vested rights will be paid an aggregate of $5.0 million in cash, (b) the common stockholders will be issued an aggregate of $4.250 million short-term, secured promissory notes due 90 days after closing, and (c) 2.4 million common shares of the Maven will be issued to the holders of unvested common stock options of the HubPages. At closing $750,000 will be placed into an indemnity escrow for twelve months, to be released to the common stockholders of the HubPages. The 2.4 million shares of Maven stock will be issued under restricted stock agreements that will start vesting 13 months after the closing until 36 months after the closing, so long as the recipient is employed by the Maven on the vesting dates. The total number of shares of the equity consideration will be subject to adjustment if HubPages has less than 31,500,000 total unique users in the month immediately prior to closing and will be subject to repurchase at a nominal amount if the average monthly unique users on the HubPages web page for all of 2018 is less than the forgoing user number. Some of the equity consideration also will be subject to general indemnity claims by the Maven. The Maven has committed to issuing up to a maximum of 2.4 million additional shares of common stock if the recipients of the equity consideration, if and when they sell their equity after vesting during the 36 months after closing, if the sales price achieved is less than $2.50. The Maven has a right of first refusal at the greater of the 30-day trailing average price of $2.50 on any of the equity consideration that a recipient intends to sell for 36 months after the closing.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

10.1 Securities Purchase Agreement, dated January 4, 2018 between the Registrant and the Investors listed on the schedule of buyers attached thereto.

10.2 Registration Rights Agreement, dated January 4, 2018, between the Registrant and the Investors party thereto.

99.1 Press release dated January 5, 2018

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

THEMAVEN, INC.

Dated: January 5, 2018

By: /s/ Martin Heimbigner
Name: Martin Heimbigner
Title: Chief Financial Officer

Exhibit 10.1

SECURITIES PURCHASE AGREEMENT

This SECURITIES PURCHASE AGREEMENT (the "**Agreement**") is dated as of the ____ day of _________ 2017, by and among theMaven, Inc., a Delaware corporation (the "**Company**"), MDB Capital Group, LLC, a Texas limited liability company (the "**Placement Agent**"), and each individual or entity named on the Schedule of Buyers attached hereto (each such individual or entity, individually, a "**Buyer**" and all of such individuals or entities, collectively, the "**Buyers**").

RECITALS

A. Subject to the terms and conditions set forth in this Agreement and pursuant to Section 4(a)(2) of the Securities Act of 1933, as amended (the "**Securities Act**"), and Rule 506(b) promulgated thereunder, the Company desires to issue and sell to each Buyer, and each Buyer, severally and not jointly, desires to purchase from the Company, securities of the Company as more fully described in this Agreement.

B. In connection with the offering of Shares contemplated by this Agreement (the "**Offering**"), the Company and the Placement Agent have entered into a letter agreement dated as of September 15, 2017 (the "**Engagement Letter**"), pursuant to which, among other things, the Placement Agent is entitled to reimbursement of certain expenses and a number of Shares and warrants as consideration for its services to the Company in connection with the Offering, in each case, pursuant to the terms of the Engagement Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties hereinafter expressed and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, each intending to be legally bound, agree as follows:

ARTICLE I
RECITALS, EXHIBITS, SCHEDULES

The foregoing recitals are true and correct and, together with the Schedules and Exhibits referred to hereafter, are hereby incorporated into this Agreement by this reference.

ARTICLE II
DEFINITIONS

For purposes of this Agreement, except as otherwise expressly provided or otherwise defined elsewhere in this Agreement, or unless the context otherwise requires, the capitalized terms in this Agreement shall have the meanings assigned to them in this Article as follows:

2.1 "**Affiliate**" means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person as such terms are used in and construed under Rule 405 under the Securities Act.

2.2 “**Assets**” means all of the properties and assets of the Company and its Operating Subs, whether real, personal or mixed, tangible or intangible, wherever located, whether now owned or hereafter acquired.

2.3 “**Buyer’s Purchase Price**” shall mean, with respect to any Buyer, the “Purchase Price” opposite such Buyer’s name on the Schedule of Buyers.

2.4 “**Claims**” means any Proceedings, Judgments, Obligations, known threats, losses, damages, deficiencies, settlements, assessments, charges, costs and expenses of any nature or kind.

2.5 “**Common Stock**” means the Company’s common stock, $0.01 par value per share.

2.6 “**Consent**” means any consent, approval, order or authorization of, or any declaration, filing or registration with, or any application or report to, or any waiver by, or any other action (whether similar or dissimilar to any of the foregoing) of, by or with, any Person, which is necessary in order to take a specified action or actions, in a specified manner and/or to achieve a specific result.

2.7 “**Contract**” means any written contract, agreement, order or commitment of any nature whatsoever, including, any sales order, purchase order, lease, sublease, license agreement, services agreement, loan agreement, mortgage, security agreement, guarantee, management contract, employment agreement, consulting agreement, partnership agreement, shareholders agreement, buy-sell agreement, option, warrant, debenture, subscription, call or put.

2.8 “**Encumbrance**” means any lien, security interest, pledge, mortgage, easement, leasehold, assessment, tax, covenant, restriction, reservation, conditional sale, prior assignment, or any other encumbrance, claim, burden or charge of any nature whatsoever.

2.9 “**Environmental Requirements**” means all Laws and requirements relating to human, health, safety or protection of the environment or to emissions, discharges, releases or threatened releases of pollutants, contaminants, or Hazardous Materials in the environment (including, without limitation, ambient air, surface water, ground water, land surface or subsurface strata), or otherwise relating to the treatment, storage, disposal, transport or handling of any Hazardous Materials.

2.10 “**Exchange Act**” shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

2.11 “**GAAP**” means generally accepted accounting principles, methods and practices set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants, and statements and pronouncements of the Financial Accounting Standards Board, the SEC or of such other Person as may be approved by a significant segment of the U.S. accounting profession, in each case as of the date or period at issue, and as applied in the U.S. to U.S. companies.

2.12 "**Governmental Authority**" means any foreign, federal, state or local government, or any political subdivision thereof, or any court, agency or other body, organization, group, stock market or exchange exercising any executive, legislative, judicial, quasi-judicial, regulatory or administrative function of government.

2.13 "**Hazardous Materials**" means: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation and transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyls (PCB's); (ii) any chemicals, materials, substances or wastes which are now or hereafter become defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants" or words of similar import, under any Law; and (iii) any other chemical, material, substance, or waste, exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority.

2.14 "**Judgment**" means any final order, writ, injunction, fine, citation, award, decree, or any other judgment of any nature whatsoever of any Governmental Authority.

2.15 "**Law**" means any provision of any law, statute, ordinance, code, constitution, charter, treaty, rule or regulation of any Governmental Authority applicable to the Company.

2.16 "**Leases**" means all leases for real or personal property.

2.17 "**Material Adverse Effect**" means with respect to the event, item or question at issue, that such event, item or question would not have or reasonably be expected to result in: (i) a material adverse effect on the legality, validity or enforceability of this Agreement or any of the Transaction Documents; (ii) a material adverse effect on the results of operations, Assets, business or condition (financial or otherwise) of the Company and its subsidiaries, taken as a whole; or (iii) a material adverse effect on the Company's or its subsidiaries' ability to perform, on a timely basis, its or their respective Obligations under this Agreement or any Transaction Documents.

2.18 "**Material Contract**" means any Contract to which the Company or any subsidiary thereof is a party or by which they or their respective assets is bound which is required to be filed as an exhibit to the Company's filings with the SEC pursuant to Item 601(b)(4) or Item 601(b)(10) of Regulation S-K promulgated by the SEC, and by its terms has current obligations to be performed by the parties thereto, without regard to any statute of limitations periods during which an obligation may be enforced.

2.19 "**Obligation**" means any debt, liability or obligation of any nature whatsoever, whether secured, unsecured, recourse, nonrecourse, liquidated, unliquidated, accrued, absolute, fixed, contingent, ascertained, unascertained, known or unknown, or obligations under executory Contracts.

2.20 "**Ordinary Course of Business**" means the ordinary course of business of the Company consistent with its past custom and practice since November 7, 2016 (including with respect to quantity, quality and frequency).

2.21 "**Permit**" means any license, permit, approval, waiver, order, authorization, right or privilege of any nature whatsoever, granted, issued, approved or allowed by any Governmental Authority.

2.22 "**Person**" means any individual, sole proprietorship, joint venture, partnership, company, corporation, association, limited liability company, cooperation, trust, estate, Governmental Authority, or any other entity of any nature whatsoever.

2.23 "**Principal Trading Market**" shall mean the Nasdaq Global Select Market, the Nasdaq Global Market, the Nasdaq Capital Market, the OTC Markets, including the Bulletin Board and Pink Sheets, the NYSE Euronext or the New York Stock Exchange, whichever is at the time the principal trading exchange or market for the Common Stock.

2.24 "**Proceeding**" means any demand, claim, suit, action, litigation, investigation, audit, study, arbitration, administrative hearing, or any other proceeding of any nature whatsoever.

2.25 "**Real Property**" means any real estate, land, building, structure, improvement, fixture or other real property of any nature whatsoever, including, but not limited to, fee and leasehold interests.

2.26 "**Registration Rights Agreement**" means the Registration Rights Agreement, dated the date hereof, among the Company and the Buyers, in the form of Exhibit A attached hereto.

2.27 "**SEC**" means the United States Securities and Exchange Commission.

2.28 "**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

2.29 "**SEC Documents**" is as defined in Section 6.7.

2.30 "**Tax**" means (i) any foreign, federal, state or local income, profits, gross receipts, franchise, sales, use, occupancy, general property, real property, personal property, intangible property, transfer, fuel, excise, accumulated earnings, personal holding company, unemployment compensation, social security, withholding taxes, payroll taxes, or any other tax of any nature whatsoever, (ii) any foreign, federal, state or local organization fee, qualification fee, annual report fee, filing fee, occupation fee, assessment, rent, or any other fee or charge of any nature whatsoever, or (iii) any deficiency, interest or penalty imposed with respect to any of the foregoing.

2.31 "**Tax Return**" means any tax return, filing, declaration, information statement or other form or document required to be filed in connection with or with respect to any Tax.

2.32 "**Transaction Documents**" means this Agreement, the Registration Rights Agreement and the Engagement Letter, executed in connection with the transactions contemplated hereunder.

ARTICLE III
<u>INTERPRETATION</u>

In this Agreement, unless the express context otherwise requires: (i) the words “herein,” “hereof” and “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular provision of this Agreement; (ii) references to the words “Article” or “Section” refer to the respective Articles and Sections of this Agreement, and references to “Exhibit” or “Schedule” refer to the respective Exhibits and Schedules annexed hereto; (iii) references to a “party” mean a party to this Agreement and include references to such party’s permitted successors and permitted assigns; (iv) references to a “third party” mean a Person not a party to this Agreement; (v) the terms “dollars” and “$” means U.S. dollars; (vi) wherever the word “include,” “includes” or “including” is used in this Agreement, it will be deemed to be followed by the words “without limitation.”

ARTICLE IV
PURCHASE AND SALE

4.1 <u>Sale and Issuance of Shares</u>.

(a) Subject to the terms and conditions of this Agreement, each Buyer agrees, severally and not jointly, to subscribe for and purchase, and upon acceptance by the Company of each such subscription, it agrees to sell and issue to each Buyer, the number of shares of Common Stock (the “**Shares**” or sometimes referred to as the “**Securities**”) set forth on the signature page to this Agreement. The Shares purchased shall be sold at a cash purchase price of $2.50 per Share (the “**Purchase Price**”). The Company’s agreement with each Buyer is a separate agreement, and the sale and issuance of the Shares to each Buyer is a separate sale and issuance from all other sales and issuances to other Buyers who purchase Securities in this Offering.

(b) Upon each and every sale of Securities by the Company, it will pay to the Placement Agent a fee, payable to the Placement Agent through the issuance of an aggregate number of Shares, rounded down to the nearest whole Share, equal to 5% of the gross Purchase Price paid by each Buyer (the “”). In addition to the Stock Fee, upon each sale of Securities to Buyers who are MDB Investors, the Company shall issue to the Placement Agent, for no additional consideration and pursuant to the terms of the Engagement Letter, a warrant, in the form attached hereto as Exhibit B, to acquire a number of Shares equal to (x) the aggregate number of Shares being acquired by such Buyer, multiplied by (y) 5.0%, rounded down to the nearest whole Share (the “**Warrant Fee**” and, together with the Stock Fee, the “**Fee**”). For purposes of this Agreement, an MDB investor will be an investor who is introduced to the Company by MDB or an MDB Associated Person and notified in writing to the Company as an MDB Investor. Additionally, an MDB Investor will be those persons who were categorized as such under the Engagement Letter dated February 13, 2017, between the Company and MDB.

4.2 Subscription Acceptance. The Shares are being sold on a rolling basis, which means that the Company may accept a subscription for the sale of Shares to one or more Buyers from time to time, individually or in groups of subscriptions. The Purchase Price will be paid into the accounts of the Company, not into an escrow or other segregated account, at the time of each Buyer's subscription and payment for Shares issued and sold by the Company pursuant to this Agreement. The funds paid by the Buyers to the Company pursuant to the terms of this Agreement will be subject to the creditors of the Company upon payment by the Buyer to the Company, even if the subscription is not yet accepted by the Company. Each subscription will be irrevocable once submitted by each Buyer; provided, however, that the Company may reject any subscription of any Buyer in the Company's sole discretion. If the Company rejects a subscription from a Buyer, it will return the Purchase Price paid in respect thereof promptly, without deduction or interest. The purchase, sale and issuance of the Shares pursuant to this Agreement shall take place at the offices of Golenbock Eiseman Assor Bell & Peskoe LLP, 711 Third Avenue, New York, New York 10017, or such other location as the parties shall mutually agree, no later than the second business day following the satisfaction or waiver of the conditions provided in Articles VIII and IX of this Agreement.

4.3 Form of Payment; Delivery. Substantially concurrently with the delivery of an executed copy of this Agreement to the Company, the Buyer purchasing and subscribing for Shares shall deliver to the Company, for deposit in an account designated by the Company, the Buyer's Purchase Price against delivery of the Shares being issued and sold.

ARTICLE V
BUYERS' REPRESENTATIONS AND WARRANTIES

Each Buyer represents and warrants to the Company and the Placement Agent, severally and not jointly, that:

5.1 Investment Purpose. Such Buyer is acquiring the Securities for his, her or its own account, for investment only, and not with a view towards or for resale in connection with, the public sale or distribution thereof, except pursuant to sales registered or exempted under the Securities Act; provided, however, that by making the representations herein, such Buyer reserves the right to dispose of the Securities at any time in accordance with or pursuant to an effective registration statement covering such Securities or an available exemption under the Securities Act. Such Buyer acknowledges that a legend will be placed on the certificates representing the Securities in the following form:

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE AND ARE "RESTRICTED SECURITIES" AS THAT TERM IS DEFINED IN RULE 144 UNDER THE SECURITIES ACT. SUCH SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND THE APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN EXEMPTION FROM REGISTRATION THEREUNDER, THE AVAILABILITY OF WHICH IS TO BE ESTABLISHED TO THE REASONABLE SATISFACTION OF COUNSEL TO THE ISSUER.

5.2 Accredited Investor Status. Such Buyer is an "accredited investor" as that term is defined in Rule 501(a) of Regulation D, as promulgated under the Securities Act.

5.3 Reliance on Exemptions. Such Buyer understands that the Securities are being offered and sold to him, her or it in reliance on specific exemptions from the registration requirements of United States federal and state securities Laws and that the Company is relying in part upon the truth and accuracy of, and such Buyer's compliance with, the representations, warranties, agreements, acknowledgments and understandings of such Buyer set forth herein in order to determine the availability of such exemptions and the eligibility of such Buyer to acquire the Shares.

5.4 Information. Such Buyer and his, her or its advisors, if any, have been furnished with all materials relating to the business, finances and operations of the Company and other information such Buyer deemed material to making an informed investment decision regarding his, her or its purchase of the Shares, which have been requested by such Buyer. Such Buyer acknowledges that he, she or it has received, reviewed and/or had access to a copy of each of the SEC Documents. Among other things, such Buyer has carefully considered (a) each of the risks described under the heading "Risk Factors" in the Company's Form 10-K filed April 10, 2017 (SEC Accession No. 0001144204-17-026149) and the other disclosure in that Form 10-K, (b) the additional risk factors set forth on Exhibit C hereto, and (c) the other SEC Documents. Such Buyer and his, her or its advisors, if any, have been afforded the opportunity to ask questions of the Company and its management. Such Buyer understands that his, her or its investment in the Securities involves a high degree of risk. Such Buyer is in a position regarding the Company, which, based upon employment, family relationship or economic bargaining power, enabled and enables such Buyer to obtain information from the Company in order to evaluate the merits and risks of his, her or its investment in the Shares. Such Buyer has sought such accounting, legal and tax advice as he, she or it has considered necessary to make an informed investment decision with respect to its acquisition of the Securities. Without limiting the foregoing, such Buyer has carefully considered the potential risks relating to the Company and a purchase of the Securities, and fully understands that the Securities are a speculative investment that involves a high degree of risk of loss of the Buyer's entire investment in the Company. Such Buyer can afford to lose his, her or its entire investment in the Company.

5.5 No Minimum Offering Amount; Special Risk of Investment. The Company makes no representation or warranty to any Buyer regarding the aggregate proceeds the Company shall receive in connection with the issuance and sale of Shares pursuant to this Agreement. There is no minimum Offering size. Each Buyer also understands that the Company may not obtain sufficient funds from this Offering to implement its current phase of its business plan as set forth in the SEC Documents. Each Buyer understands that the Company may accept or reject such Buyer's subscription and purchase of Shares hereunder, at any time, in the Company's sole discretion. Additionally, Buyers that subscribe for Shares, whose subscriptions are accepted early in the process of the Offering, bear a greater risk in respect of their investment because the Company may not raise sufficient funds to implement its business plan. Buyers who acquire Shares earlier in the Offering process will not receive any additional benefits, payments or other privileges as a result of such earlier investment. Such Buyer's Purchase Price, when paid to the Company, will be deposited in the Company's bank accounts and will be commingled with the general funds of the Company, subject to the demands of any creditors. Any officer or director of the Company or the Placement Agent, or any of such parties' affiliates, may participate in the Offering.

5.6 No Governmental Review. Such Buyer understands that no United States federal or state Governmental Authority has passed on or made any recommendation or endorsement of the Shares, or the fairness or suitability of an investment in the Securities or the Company, nor have such Governmental Authorities passed upon or endorsed the merits of the Offering.

5.7 Authorization, Enforcement. This Agreement has been duly and validly authorized, executed and delivered on behalf of such Buyer and is a valid and binding agreement of such Buyer, enforceable in accordance with its terms, except as such enforceability may be limited by general principles of equity or applicable bankruptcy, insolvency, reorganization, moratorium, liquidation and other similar laws relating to, or affecting generally, the enforcement of applicable creditors' rights and remedies.

5.8 General Solicitation. Such Buyer is not purchasing the Shares as a result of any advertisement, article, notice or other communication regarding the Shares published in any newspaper, magazine or similar media or broadcast over television or radio or presented at any seminar or any other general solicitation or general advertisement. Such Buyer represents that he, she or it had a relationship with the Placement Agent or the Company preceding its decision to purchase the Shares from the Company.

5.9 Residency. If the Buyer is an individual, then such Buyer resides in the state or province identified on the signature pages hereto as the address for such Buyer. If the Buyer is a partnership, corporation, limited liability company or other entity, then the office or offices of such Buyer identified on the signature pages hereto as the address of such Buyer is the location of its principal place of business and such entity is duly organized in its state of formation.

5.10 Brokers and Finders. Other than the Placement Agent, with respect to such Buyer, no Person will have, as a result of the transactions contemplated by this Agreement, any valid right, interest or claim against or upon the Company or any Buyer for any commission, fee or other compensation pursuant to any agreement, arrangement or understanding entered into by or on behalf of such Buyer. The Company has agreed to pay a commission to, and reimburse certain expenses of, the Placement Agent in connection with the sale of the Securities. Such Buyer acknowledges that it is purchasing the Securities directly from the Company and not from the Placement Agent.

5.11 FINRA. Such Buyer (i) has had no position, office or other material relationship within the past three years with the Company or Persons known to it to be affiliates of the Company, and (ii) if such Buyer is a member of the Financial Industry Regulatory Authority ("**FINRA**") or an associated person of a member of FINRA, such Buyer, together with its affiliates and any other associated persons of such member of FINRA, does not, and at the time of the acceptance by the Company of such Buyer's subscription for Shares pursuant to this Agreement will not, directly or indirectly have a beneficial interest (as determined under FINRA Rule 5130(i)(1)) of more than 50% of the outstanding voting securities of the Company.

ARTICLE VI
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as set forth and disclosed in the Company's disclosure schedules ("**Disclosure Schedules**") attached to this Agreement and made a part hereof, the Company and Operating Sub each hereby makes the following representations and warranties to the Buyer and the Placement Agent. The Disclosure Schedules shall be arranged in sections corresponding to the numbered and lettered sections and subsections contained in this Article VI and certain other sections of this Agreement, and the disclosures in any section or subsection of the Disclosure Schedules shall qualify other sections and subsections in this Article VI only to the extent it is readily apparent from a reading of the disclosure that such disclosure is applicable to such other sections and subsections.

6.1 Subsidiaries. Except for the Maven Network Inc., a Nevada corporation (the "**Operating Sub**"), the Company has no subsidiaries and the Company does not own, directly or indirectly, any outstanding voting securities of or other interests in, or have any control over, any other Person. The Company wholly-owns the Operating Sub. With respect to the Operating Sub, all representations and warranties in this Article VI and elsewhere in this Agreement by the Company shall be deemed repeated and re-made from and by the Operating Sub, as if such representations and warranties were independently made by the Operating Sub, in this Agreement (but modified as necessary in order to give effect to the intent of the parties that such representation and warranty is being made by the Operating Sub, rather than the Company, as applicable; provided, however, that in all cases the Company shall remain liable the breach of any representation and warranty by the Operating Sub). In addition, each representation and warranty contained in this Article VI or otherwise set forth in this Agreement shall be deemed to mean and be construed to include the Company and each of its subsidiaries, as applicable, regardless of whether each of such representations and warranties in Article VI specifically refers to the Company's subsidiaries or not.

6.2 Organization. The Company and the Operating Sub are corporations, duly organized, validly existing and in good standing under the Laws of the jurisdiction in which they are incorporated. The Company has the full corporate power and authority and all necessary certificates, licenses, approvals and Permits to: (i) enter into and execute this Agreement and the Transaction Documents and to perform all of its Obligations hereunder and thereunder; and (ii) own and operate its Assets and properties and to conduct and carry on its business as and to the extent now conducted and currently contemplated to be conducted. The Company is duly qualified to transact business and is in good standing as a foreign corporation in each jurisdiction where the character of its business or the ownership or use and operation of its Assets or properties requires such qualification, except to the extent that failure to so qualify will not result in a Material Adverse Effect.

6.3 Authority and Approval of Agreement; Binding Effect. The execution and delivery by the Company of the Transaction Documents (which includes this Agreement), and the performance by the Company of all of its Obligations hereunder and thereunder, including the issuance of the Shares, have been duly and validly authorized and approved by the Company and its board of directors pursuant to all applicable Laws and no other corporate action or Consent on the part of the Company, its board of directors, its stockholders or any other Person is necessary or required by the Company to execute and deliver the Transaction Documents, consummate the transactions contemplated herein and therein, perform all of the Company's Obligations hereunder and thereunder, or to issue the Shares. Each of the Transaction Documents have been duly and validly executed by the Company (and the officer executing this Agreement and all such other Transaction Documents is duly authorized to act and execute same on behalf of the Company) and constitute the valid and legally binding agreements of the Company, enforceable against the Company in accordance with their respective terms, except as such enforceability may be limited by general principles of equity or applicable bankruptcy, insolvency, reorganization, moratorium, liquidation and other similar laws relating to, or affecting generally, the enforcement of applicable creditors' rights and remedies.

6.4 Capitalization. As of December 29, 2017, the authorized capital stock of the Company consisted of (i) 100,000,000 shares of Common Stock, of which 28,516,009 shares of Common Stock were issued and outstanding, and (ii) 1,000,000 shares of preferred stock, of which there were 168 shares of the Series G Preferred Stock issued and outstanding. Also, as of December 29, 2017, the Company had issued options and warrants to purchase 6,158,637 shares of Common Stock. All of such outstanding shares of Common Stock and Series G Preferred Stock have been validly issued and are fully paid and nonassessable. The Company has received no notice, either oral or written, with respect to the continued eligibility of the Common Stock for quotation on the Principal Trading Market, and the Company has maintained all requirements on its part for the continuation of such quotation. No shares of Common Stock are subject to preemptive rights or any other similar rights or any Encumbrances suffered or permitted by the Company. Except as set forth on Schedule 6.4 of the Disclosure Schedules or disclosed herein, as of the date hereof: (i) there are no outstanding options, warrants, scrip, rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities or rights convertible into, any shares of capital stock of the Company or any of its subsidiaries, or Contracts, commitments, understandings or arrangements by which the Company or any of its subsidiaries is or may become bound to issue additional shares of capital stock of the Company or any of its subsidiaries, or options, warrants, scrip, rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities or rights convertible into, any shares of capital stock of the Company or any of its subsidiaries; (collectively, "Derivative Securities"); (ii) there are no outstanding debt securities, notes, credit agreements, credit facilities or other Contracts or instruments evidencing indebtedness of the Company or any of its subsidiaries, or by which the Company or any of its subsidiaries is or may become bound; (iii) there are no outstanding registration statements with respect to the Company or any of its securities (other than registration statements on Form S-1 and Form S-8 filed prior to the date hereof); (iv) there are no agreements or arrangements under which the Company or any of its subsidiaries is obligated to register the sale of any of their securities under the Securities Act (except pursuant to this Agreement); (v) there are no financing statements securing obligations filed in connection with the Company or any of its Assets; (vi) there are no securities or instruments containing anti-dilution or similar provisions that will be triggered by this Agreement or any related agreement or the consummation of the transactions described herein or therein; and (vii) there are no outstanding securities or instruments of the Company which contain any redemption or similar provisions, and there are no Contracts by which the Company is or may become bound to redeem a security of the Company. Except as set forth on Schedule 6.4 of the Disclosure Schedules, there are no stockholders agreements, voting agreements or other similar agreements with respect to the Company's capital stock to which the Company is a party or, to the knowledge of the Company, between or among any of the Company's stockholders.

6.5 No Conflicts; Consents and Approvals. The execution, delivery and performance of this Agreement and the other Transaction Documents, and the consummation of the transactions contemplated hereby and thereby, will not: (i) constitute a violation of or conflict with any provision of the Company's or any Operating Sub's certificate or articles of incorporation, bylaws or other organizational or charter documents; (ii) constitute a violation of, or a default or breach under (either immediately, upon notice, upon lapse of time, or both), or conflict with, or give to any other Person any rights of termination, amendment, acceleration or cancellation of, any provision of any Material Contract; (iii) constitute a violation of, or a default or breach under (either immediately, upon notice, upon lapse of time, or both), or conflict with, any Judgment; (iv) assuming the accuracy of the representations and warranties of the Buyers set forth in Article V above, constitute a violation of, or conflict with, any Law (including United States federal and state securities Laws and the rules and regulations of any market or exchange on which the Common Stock is quoted); or (v) result in the loss or adverse modification of, or the imposition of any fine, penalty or other Encumbrance with respect to, any Permit granted or issued to, or otherwise held by or for the use of, the Company or any of Company's Assets. The Company is not in violation of its certificate of incorporation, bylaws or other organizational or governing documents and the Company is not in default or breach (and no event has occurred which with notice or lapse of time or both could put the Company in default or breach) under, and the Company has not taken any action or failed to take any action that would give to any other Person any rights of termination, amendment, acceleration or cancellation of, any Material Contract. Except as specifically contemplated by this Agreement, the Company is not required to obtain any Consent of, from, or with any Governmental Authority, or any other Person, in order for it to execute, deliver or perform any of its Obligations under this Agreement or the Transaction Documents in accordance with the terms hereof or thereof, or to issue and sell the Shares in accordance with the terms hereof. All Consents which the Company is required to obtain pursuant to the immediately preceding sentence have been obtained or effected on or prior to the date hereof.

6.6 Issuance of Securities. The Shares are duly authorized and, upon issuance in accordance with the terms hereof shall be duly issued, fully paid and non-assessable, and free from all Encumbrances, and, assuming the accuracy of the representations and warranties of the Buyers set forth in Article V above, will be issued in compliance with all applicable United States federal and state securities Laws. Assuming the accuracy of the representations and warranties of the Buyers set forth in Article V above, the offer and sale by the Company of the Shares is exempt from: (i) the registration and prospectus delivery requirements of the Securities Act; and (ii) the registration and/or qualification provisions of all applicable state and provincial securities and "blue sky" laws.

6.7 SEC Documents; Financial Statements. The Common Stock is registered pursuant to Section 12 of the Exchange Act and the Company has timely filed all reports, schedules, forms, statements and other documents required to be filed by it with the SEC under the Exchange Act (all of the foregoing filed since November 7, 2016 or amended after the date hereof and all exhibits included therein and financial statements and schedules thereto and documents incorporated by reference therein, being hereinafter referred to as the "**SEC Documents**"). The Company is current with its filing obligations under the Exchange Act and all SEC Documents have been filed on a timely basis or the Company has received a valid extension of such time of filing and has filed any such SEC Document prior to the expiration of any such extension. The Company represents and warrants that true and complete copies of the SEC Documents are available on the SEC's website (www.sec.gov) at no charge to Buyers, and Buyers acknowledge that each of them may retrieve all SEC Documents from such website and each Buyer's access to such SEC Documents through such website shall constitute delivery of the SEC Documents to Buyers. As of their respective dates, the SEC Documents complied in all material respects with the requirements of the Exchange Act, and none of the SEC Documents, at the time they were filed with the SEC, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. None of the statements made in any such SEC Documents is, or has been, required to be amended or updated under applicable Law (except as such statements have been amended or updated in subsequent filings prior to the date hereof, which amendments or updates are also part of the SEC Documents). As of their respective dates, the financial statements of the Company included in the SEC Documents ("**Financial Statements**") complied in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto (except as such Financial Statements have been amended or updated in subsequent filings prior to the date hereof, which amendments or updates are also part of the SEC Documents). All of the Financial Statements have been prepared in accordance with GAAP, consistently applied, during the periods involved (except: (i) as may be otherwise indicated in such Financial Statements or the notes thereto; or (ii) in the case of unaudited interim statements, to the extent they may exclude footnotes or may be condensed or summary statements), and fairly present in all material respects the consolidated financial position of the Company as of the dates thereof and the consolidated results of its operations and cash flows for the periods then ended (subject, in the case of unaudited statements, to normal year-end audit adjustments). To the knowledge of the Company and its officers, no other information provided by or on behalf of the Company to the Buyers which is not included in the SEC Documents contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements therein, in the light of the circumstance under which they are or were made, not misleading.

6.8 Absence of Certain Changes. Since the date the last of the SEC Documents was filed with the SEC, none of the following have occurred:

(a) There has been no event or circumstance of any nature whatsoever that has resulted in, or could reasonably be expected to result in, a Material Adverse Effect; or

(b) Except for this Agreement and the other Transaction Documents, there has been no transaction, event, action, development, payment, or other matter of any nature whatsoever entered into by the Company that requires disclosure in an SEC Document which has not been so disclosed.

6.9 Absence of Litigation or Adverse Matters. Except as disclosed in the SEC Documents: (i) there is no Proceeding before or by any Governmental Authority or any other Person, pending, or the best of Company's knowledge, threatened or contemplated by, against or affecting the Company, its business or Assets; (ii) there is no outstanding Judgments against or affecting the Company, its business or Assets; and (iii) the Company is not in breach or violation of any Material Contract.

6.10 Liabilities of the Company. The Company does not have any Obligations of a nature required by GAAP to be disclosed on a consolidated balance sheet of the Company, except: (i) as disclosed in the Financial Statements; or (ii) incurred in the Ordinary Course of Business since the date of the last Financial Statements filed by the Company with the SEC, or (iii) disclosed on Schedule 6.10 of the Disclosure Schedules.

6.11 Title to Assets. The Company has good and marketable title to, or a valid license or leasehold interest in, all of its Assets which are material to the business and operations of the Company as presently conducted and as presently contemplated to be conducted, free and clear of all Encumbrances or restrictions on the transfer or use of same, other than restrictions on transfer or use arising under a license or Lease with respect to such Assets that, individually or in the aggregate, would not have, or be reasonably expected to, materially interfere with the purposes for which they are currently used and for the purposes for which they are proposed to be used. The Company's Assets are in good operating condition and repair, ordinary wear and tear excepted, and are free of any latent or patent defects which might impair their usefulness, and are suitable for the purposes for which they are currently used and for the purposes for which they are proposed to be used.

6.12 Real Estate.

(a) Real Property Ownership. The Company does not own any Real Property.

(b) Real Property Leases. Except pursuant to the Leases described in the SEC Documents (the "**Company Leases**"), the Company does not lease any Real Property. With respect to each of the Company Leases, except as disclosed in the SEC Documents, (i) the Company has been in peaceful possession of the property leased thereunder and neither the Company nor, to the Company's knowledge, the landlord is in default thereunder; (ii) no waiver, indulgence or postponement of any of the Obligations thereunder has been granted by the Company or landlord thereunder; and (iii) there exists no event, occurrence, condition or act known to the Company which, upon notice or lapse of time or both, would be or could become a default thereunder or which could result in the termination of the Company Leases, or any of them, or have a Material Adverse Effect on the business of the Company, its Assets or its operations or financial results. The Company has not violated nor breached any provision of any such Company Leases, and all Obligations required to be performed by the Company under any of such Company Leases have been fully, timely and properly performed. If requested by any of the Buyers, the Company has delivered to such Buyers true, correct and complete copies of all Company Leases, including all modifications and amendments thereto, whether in writing or otherwise. The Company has not received any written or oral notice to the effect that any of the Company Leases will not be renewed at the termination of the term of such Company Leases, or that any of such Company Leases will be renewed only at higher rents.

6.13 Material Contracts. An accurate, current and complete copy of each of the Material Contracts is readily available and filed with the SEC as part of the SEC Documents, and each of the Material Contracts constitutes the principal terms of the agreement of the respective parties thereto relating to the subject matter thereof. Each of the Material Contracts is in full force and effect and is a valid and binding Obligation of the parties thereto in accordance with the terms and conditions thereof. The Obligation required to be performed by the Company under each of the Material Contracts have been fully performed in all material respects and the Company is not in default under any of the Material Contracts and, to the knowledge of the Company and its officers, all Obligations required to be performed under the terms of each of the Material Contracts by any party thereto other than the Company have been fully performed by all parties thereto, and no party to any Material Contracts is in default with respect to any term or condition thereof, nor has any event occurred which, through the passage of time or the giving of notice, or both, would constitute a default thereunder or would cause the acceleration or modification of any Obligation of any party thereto or the creation of any Encumbrance upon any of the Assets of the Company. Further, the Company has received no notice, nor does the Company have any knowledge, of any pending or contemplated termination of any of the Material Contracts and, no such termination is proposed or has been threatened, whether in writing or orally.

6.14 Compliance with Laws. Except as set forth on Schedule 6.14 of the Disclosure Schedules, the Company is and at all times has been in material compliance with all Laws. The Company has not received any notice that it is in violation of, has violated, or is under investigation with respect to, or has been threatened to be charged with, any violation of any Law.

6.15 Intellectual Property. The Company owns or possesses adequate and legally enforceable rights or licenses to use all trademarks, trade names, service marks, service mark registrations, service names, patents, patent rights, copyrights, inventions, licenses, approvals, governmental authorizations, trade secrets and all other intellectual property rights necessary to conduct its business as now conducted and as currently contemplated to be conducted. The Company has not infringed trademarks, trade name rights, patents, patent rights, copyrights, inventions, licenses, service names, service marks, service mark registrations, trade secrets or other intellectual property rights of others, and there is no Claim being made or brought against, or to the Company's knowledge, being threatened against, the Company regarding trademarks, trade names, patents, patent rights, inventions, copyrights, licenses, service names, service marks, service mark registrations, trade secrets or other intellectual property infringement; and the Company is unaware of any facts or circumstances which might give rise to any of the foregoing.

6.16 Labor and Employment Matters. The Company is not involved in any labor dispute or, to the knowledge of the Company, is any such dispute threatened. To the knowledge of the Company and its officers, none of the Company's employees is a member of a union and the Company believes that its relations with its employees are good. To the knowledge of the Company and its officers, the Company has complied in all material respects with all Laws relating to employment matters, civil rights and equal employment opportunities.

6.17 Employee Benefit Plans. The Company is in compliance in all material respects with all presently applicable provisions of the Employee Retirement Income Security Act of 1974, as amended, including the regulations and published interpretations thereunder ("**ERISA**"); no "reportable event" (as defined in ERISA) has occurred with respect to any "pension plan" (as defined in ERISA) for which the Company would have any Obligation; the Company has not incurred and does not expect to incur any Obligation under (i) Title IV of ERISA with respect to termination of, or withdrawal from, any "pension plan" or (ii) Sections 412 or 4971 of the Internal Revenue Code of 1986, as amended, including the regulations and published interpretations thereunder (the "**Code**"); and each "pension plan" for which the Company would have any liability that is intended to be qualified under Section 401(a) of the Code is so qualified in all material respects and nothing has occurred, whether by action or by failure to act, which would cause the loss of such qualification. To the Company's knowledge, the Company has promptly paid and discharged all Obligations arising under ERISA of a character which if unpaid or unperformed might result in the imposition of an Encumbrance against any of its Assets or otherwise have a Material Adverse Effect.

6.18 Tax Matters. The Company has timely filed all Tax Returns required by any jurisdiction to which it is subject, and each such Tax Return has been prepared in compliance with all applicable Laws, and all such Tax Returns are true and accurate in all respects. Except and only to the extent that the Company has set aside on its books provisions reasonably adequate for the payment of all unpaid and unreported Taxes in compliance with Law, the Company has timely paid all Taxes shown or determined to be due on such Tax Returns, except those being contested in good faith, and the Company has set aside on its books provision reasonably adequate for the payment of all Taxes for periods subsequent to the periods to which such Tax Returns apply. There are no unpaid Taxes in any material amount claimed to be due by the taxing authority of any jurisdiction, and the officers of the Company know of no basis for any such claim. The Company has withheld and paid all Taxes to the appropriate Governmental Authority required to have been withheld and paid in connection with amounts paid or owing to any Person. There is no Proceeding or Claim for a refund now in progress, pending or, to the Company's knowledge, threatened against or with respect to the Company regarding Taxes.

6.19 Insurance. The Company is covered by valid, outstanding and enforceable policies of insurance which were issued to it by reputable insurers of recognized financial responsibility, covering its properties, Assets and businesses against losses and risks normally insured against by other corporations or entities in the same or similar lines of businesses as the Company is engaged and in coverage amounts which are prudent and typically and reasonably carried by such other corporations or entities (the "**Insurance Policies**"). Such Insurance Policies are in full force and effect, and all premiums due thereon have been paid. None of the Insurance Policies will lapse or terminate as a result of the transactions contemplated by this Agreement. The Company has complied with the provisions of such Insurance Policies. The Company has not been refused any insurance coverage sought or applied for and the Company does not have any reason to believe that it will not be able to renew its existing Insurance Policies as and when such Insurance Policies expire or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not materially and adversely affect the condition, financial or otherwise, or the earnings, business or operations of the Company. There is no material claim pending under any Insurance Policies as to which coverage has been questioned, denied or disputed by the underwriters of such Insurance Policies.

6.20 Permits. The Company possesses all Permits necessary to conduct its business, and the Company has not received any notice of, and is not otherwise involved in any Proceedings relating to, the revocation or modification of any such Permits. All such Permits are valid and in full force and effect and the Company is in material compliance with the respective requirements of all such Permits.

6.21 Business Location. The Company has no office or place of business other than as identified in the SEC Documents and the Company's principal executive offices are located in Seattle, Washington. All books and records of the Company and other material Assets of the Company are held or located at the offices and places of business identified in the SEC Documents.

6.22 Environmental Laws. The Company is and has at all times been in compliance in all material respects with any and all applicable Environmental Requirements, and there are no pending Claims against the Company relating to any Environmental Requirements, nor to the best knowledge of the Company, is there any basis for any such Claims.

6.23 Illegal Payments. Neither the Company, nor any director, officer, agent, employee or other Person acting on behalf of the Company has, in the course of his actions for, or on behalf of, the Company: (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended (or similar anticorruption or antibribery laws of other jurisdictions); or (iv) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any foreign or domestic government official or employee.

6.24 Related Party Transactions. Except as disclosed in the SEC Documents, and except for arm's length transactions pursuant to which the Company makes payments in the Ordinary Course of Business upon terms no less favorable than the Company could obtain from unaffiliated third parties, none of the officers, directors or employees of the Company, nor any stockholders who own, legally or beneficially, five percent (5%) or more of the issued and outstanding shares of any class of the Company's capital stock (each a "**Material Shareholder**"), is presently a party to any transaction with the Company (other than for services as employees, officers and directors), including any Contract providing for the furnishing of services to or by, providing for rental of real or personal property to or from, or otherwise requiring payments to or from, any officer, director or such employee or Material Shareholder or, to the best knowledge of the Company, any other Person in which any officer, director, or any such employee or Material Shareholder has a substantial or material interest in or of which any officer, director or employee of the Company or Material Shareholder is an officer, director, trustee or partner. There are no Claims or disputes of any nature or kind between the Company, on the one hand, and any officer, director or employee of the Company or any Material Shareholder, on the other hand, or, to the Company's knowledge, between or among any of them, relating to the Company and its business.

6.25 Internal Accounting Controls. Except as set forth in the SEC Documents, the Company and each of its subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurance that: (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability; (iii) access to Assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for Assets is compared with the existing Assets at reasonable intervals and appropriate action is taken with respect to any differences.

6.26 Acknowledgment Regarding Buyers' Purchase of the Shares. The Company acknowledges and agrees that each Buyer is acting solely in the capacity of an arm's length purchaser with respect to this Agreement and the transactions contemplated hereby. The Company further acknowledges that no Buyer is acting as a financial advisor or fiduciary of the Company (or in any similar capacity) with respect to this Agreement and the transactions contemplated hereby and any advice given by any Buyer or any of its representatives or agents in connection with this Agreement and the transactions contemplated hereby is merely incidental to such Buyer's purchase of the Shares. The Company further represents to each Buyer that the Company's decision to enter into this Agreement has been based solely on the independent evaluation by the Company and its representatives.

6.27 Listing and Maintenance Requirements. The Company's Common Stock is registered pursuant to Section 12 of the Exchange Act, and the Company has taken no action designed to, or which to the best of its knowledge is likely to have the effect of, terminating the registration of the Common Stock under the Exchange Act, nor has the Company received any notification that the SEC is contemplating terminating such registration.

6.28 Bad Actor. No "bad actor" disqualifying event described in Rule 506(d)(1)(i)-(viii) of the Securities Act (a "**Disqualification Event**") is applicable to the Company or, to the Company's knowledge, any Company Covered Person. As used in this Section 6.28, the term "**Company Covered Person**" means, with respect to the Company as an "issuer" for purposes of Rule 506 promulgated under the Securities Act, any Person listed in the first paragraph of Rule 506(d)(1).

6.29 Brokerage Fees. Except for the Placement Agent, there is no Person acting on behalf of the Company who is entitled to or has any claim for any financial advisory, brokerage or finder's fee or commission in connection with the execution of this Agreement or the consummation of the transactions contemplated hereby. Pursuant to the Engagement Letter, the Company has agreed to pay the Placement Agent the Fee, which is to be paid to the Placement Agent from time to time as the subscriptions from Buyers are accepted by the Company, and the Stock Fee is subject to increase if the Company issues additional shares to Buyers pursuant to Section 7.7 hereof. The Company has also agreed to reimburse the Placement Agent up to $32,500 for its expenses and its legal fees and expenses in connection with the sale of the Shares pursuant to the Engagement Letter.

6.30 Disclosure. Except with respect to the material terms and conditions of the transactions contemplated by the Transaction Documents, the Company confirms that, to the knowledge of the Company, neither it nor any other Person acting on its behalf has provided any of the Buyers or their agents or counsel with any information that it believes constitutes or might constitute material, nonpublic information. The Company understands and confirms that each of the Buyers will rely on the foregoing representation in effecting the contemplated transaction in securities of the Company under this Agreement.

6.31 No Integrated Offering. Neither the Company, nor any of its affiliates, nor any Person acting on its or their behalf has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security under circumstances that would cause the Offering to be integrated with prior offerings by the Company for purposes of the Securities Act which would require the registration of any such Securities under the Securities Act.

6.32 No Investment Company. The Company is not, and is not an affiliate of, and immediately after receipt of payment for the Securities will not be, or be an affiliate of, an "investment company," a company controlled by an "investment company" or an "affiliated person" of, or "promoter" or "principal underwriter" for, an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

6.33 U.S. Real Property Holding Corporation. The Company is not, nor has ever been, and so long as any of the Securities are held by any of the Buyers, shall not become, a U.S. real property holding corporation within the meaning of Section 897 of the Code, and the Company shall so certify upon any Buyer's request.

ARTICLE VII
COVENANTS

7.1 Best Efforts. Each party shall use its best efforts to timely satisfy each of the conditions to be satisfied by it as provided in Articles VIII and IX of this Agreement.

7.2 Form D. If required by applicable Law, the Company agrees to file a Form D with respect to the sale of the Shares as required under Regulation D of the Securities Act and to provide a copy thereof to the Placement Agent. The Company shall take such action as the Company shall reasonably determine is necessary to qualify the Shares, or obtain an exemption for the Shares for sale to each of the Buyers pursuant to this Agreement under applicable securities or "Blue Sky" Laws of the states of the United States, and shall provide evidence of any such action so taken to the Placement Agent.

7.3 Affirmative Covenants.

(a) Reporting Status; Listing. Until the earlier of two (2) years from the date hereof or when the Shares are no longer registered in the names of the Buyers on the books and records of the Company, the Company shall: (i) file in a timely manner all reports required to be filed under the Securities Act, the Exchange Act or any securities Laws and regulations thereof applicable to the Company of any state of the United States, or by the rules and regulations of the Principal Trading Market, and, if not otherwise publicly available, to provide a copy thereof to each Buyer upon request; (ii) not terminate its status as an issuer required to file reports under the Exchange Act even if the Exchange Act or the rules and regulations thereunder would otherwise permit such termination; (iii) if required by the rules and regulations of the Principal Trading Market, promptly secure the listing of any of the Shares upon the Principal Trading Market (subject to official notice of issuance) and, take all reasonable action under its control to maintain the continued listing, quotation and trading of its Common Stock on the Principal Trading Market, and the Company shall comply in all respects with the Company's reporting, filing and other Obligations under the bylaws or rules of the Principal Trading Market, the Financial Industry Regulatory Authority, Inc. and such other Governmental Authorities, as applicable.

(b) Rule 144. With a view to making available to each Buyer the benefits of Rule 144 under the Securities Act (“**Rule 144**”), or any similar rule or regulation of the SEC that may at any time permit Buyers to sell the Shares to the public without registration, the Company represents and warrants to the Buyers and the Placement Agent that the Company ceased being a Shell Company on November 7, 2016, and since that date has been subject to Section 13 or 15(d) of the Exchange Act and has filed all required reports thereunder. For the purposes hereof, the term “**Shell Company**” shall mean an issuer that meets the description set forth under Rule 144(i)(1)(i). In addition, until the earlier of three (3) years from the date hereof or when the Shares no longer are required to bear a restrictive legend, the Company shall, at its sole expense:

(i) make, keep and ensure that adequate current public information with respect to the Company, as required in accordance with Rule 144, is publicly available;

(ii) furnish to each Buyer, promptly upon reasonable request: (A) a written statement, executed by a senior officer of the Company, certifying that the Company has complied with the reporting requirements of Rule 144, the Securities Act and the Exchange Act; and (B) such other information as may be reasonably requested by each Buyer to permit each Buyer to sell any of the Shares pursuant to Rule 144 without limitation or restriction; and

(iii) subject to compliance with Rule 144, promptly at the request of each Buyer, give the Company’s transfer agent instructions to the effect that, upon the transfer agent’s receipt from any Buyer of a certificate (a “**Rule 144 Certificate**”) certifying that such Buyer’s holding period (as determined in accordance with the provisions of Rule 144) for any portion of the Shares which such Buyer proposes to sell (the “**Securities Being Sold**”) is not less than six (6) months, and receipt by the transfer agent of the “Rule 144 Opinion” (as hereinafter defined) from the Company or its counsel (or from such Buyer and its counsel as permitted below), the transfer agent is to effect the transfer of the Securities Being Sold and issue to such Buyer or transferee(s) thereof one or more stock certificates representing the transferred Securities Being Sold without any restrictive legend and without recording any restrictions on the transferability of such Securities Being Sold on the transfer agent’s books and records or, at the Buyer’s option, the Securities Being Sold shall be transmitted by the transfer agent to the Buyer by crediting the account of the Buyer’s or its designee’s balance account with The Depository Trust Company through its Deposit or Withdrawal at Custodian system if the transfer agent is then a participant in such system. In this regard, upon each Buyer’s request, the Company shall have an affirmative obligation at its expense to cause its counsel to promptly issue to the transfer agent a legal opinion providing that, based on the Rule 144 Certificate, the Securities Being Sold were or may be sold, as applicable, pursuant to the provisions of Rule 144, even in the absence of an effective registration statement (the “**Rule 144 Opinion**”). If the transfer agent requires any additional documentation in connection with any proposed transfer by any Buyer of any Securities Being Sold, the Company shall promptly deliver or cause to be delivered to the transfer agent or to any other Person, all such additional documentation as may be necessary to effectuate the transfer of the Securities Being Sold and the issuance of an unlegended certificate to any transferee thereof, all at the Company’s expense.

7.4 Use of Proceeds. The Company shall use the net proceeds from the sale of the Shares for working capital, corporate acquisitions and general corporate purposes, including marketing and product promotion, capital expenditures and payment of the fees and expenses incurred in connection with the Offering.

7.5 Fees and Expenses. The Company agrees to pay to each Buyer (or any designee or agent of the Buyers), upon demand, or to otherwise be responsible for the payment of, any and all costs, fees, charges and expenses, including the reasonable fees, costs, expenses and disbursements of counsel for any Buyer, and of any experts and agents, which any Buyer may incur or which may otherwise be due and payable in connection with any documentary stamp taxes, intangibles taxes, recording fees, filing fees, or other similar taxes, fees or charges imposed by or due to any Governmental Authority in connection with this Agreement or any other Transaction Documents; The provisions of this Subsection shall survive the termination of this Agreement.

7.6 Public Disclosure of Buyers. The Company shall not publicly disclose the name of any Buyer, or include the name of any Buyer in any filing with the SEC or any regulatory agency or Principal Trading Market, without the prior written consent of such Buyer except: (a) as required by federal securities law in connection with any registration statement contemplated by the Registration Rights Agreement or (b) to the extent such disclosure is required by Law or Principal Trading Market regulations, in which case the Company shall provide Buyers with prior written notice of such disclosure permitted under this clause (b).

7.7 Additional Shares. In the event the Company issues any Shares pursuant to this Agreement and the price per Share (the "**New Purchase Price**") paid by Buyers purchasing such Shares (the "**Subsequent Buyers**") is less than the Purchase Price, the Company shall issue to each Buyer (each, a "**Specified Buyer**" and, together, the "**Specified Buyers**") who had purchased Shares prior to the purchase of Shares by the Subsequent Buyer, for no additional consideration whatsoever, a number of additional Shares equal to (A) (x) the number of Shares previously purchased by such Specified Buyer multiplied by (y) (I) the Purchase Price minus (II) the New Purchase Price divided by (B) the New Purchase Price. In connection with the issuance of additional Shares to the Specified Buyers pursuant to this Section 7.7, the Company shall, simultaneously with the issuance of such additional Shares to the Specified Buyers, issue to the Placement Agent, for no additional consideration and pursuant to the terms of the Engagement Letter, a number of additional Shares equal to (A) the aggregate number of additional Shares to be issued to such Specified Buyer, multiplied by (B) 5.0%, rounded down to the nearest whole Share, and if the Specified Buyer is an MDB Investor issue to MDB an additional warrant, as part of the Warrant Fee, for the number of additional Shares issued under this Section 7.7 to the Specified Buyers.

ARTICLE VIII
CONDITIONS PRECEDENT TO THE COMPANY'S OBLIGATIONS TO SELL

The obligation of the Company hereunder to issue and sell the Shares to each Buyer is subject to the satisfaction, at or before the acceptance of a subscription by the Company from such Buyer, of each of the following conditions, provided that these conditions are for the Company's sole benefit and may be waived by the Company at any time in its sole discretion:

8.1 The Buyer acquiring Shares shall have executed the Transaction Documents that require the Buyer's execution, and delivered them to the Company.

8.2 The Buyer acquiring Shares shall have paid the Buyer's Purchase Price to the Company.

8.3 The representations and warranties of the Buyer acquiring Shares shall be true and correct in all material respects as of the date when made and as of the acceptance by the Company of such Buyer's subscription as though made at that time (except for representations and warranties that speak as of a specific date, which shall be true and correct as of such specific date), and such Buyer shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by such Buyer at or prior to the acceptance of such Buyer's subscription for Shares by the Company.

8.4 The Company shall have obtained all governmental, regulatory or third party consents and approvals necessary for the sale of the Shares.

8.5 No statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or endorsed by any court or Governmental Authority of competent jurisdiction that prohibits the consummation of any of the transactions contemplated by the Transaction Documents.

8.6 Since the date of execution of this Agreement, no event or series of events shall have occurred that resulted, or could reasonably be expected to result, in a Material Adverse Effect.

8.7 Trading in the Common Stock shall not have been suspended by the SEC or any Principal Trading Market at any time since the date of execution of this Agreement.

ARTICLE IX
CONDITIONS PRECEDENT TO A BUYER'S OBLIGATIONS TO PURCHASE

The obligation of a Buyer hereunder to purchase the Shares is subject to the satisfaction, at or before the acceptance by the Company of such Buyer's subscription for Shares, of each of the following conditions (in addition to any other conditions precedent elsewhere in this Agreement), provided that these conditions are for the benefit of each Buyer acquiring Shares and may be waived by each such Buyer at any time in their sole discretion:

9.1 The Company shall have executed and delivered the Transaction Documents and delivered the same to the Placement Agent and the Buyers.

9.2 The Company shall have delivered to the transfer agent for the Company's Common Stock issuance instructions and all other documents required by such transfer agent to issue by direct registration in book-entry form in such Buyer's name the number of Shares that the Buyer is purchasing.

9.3 The representations and warranties of the Company and the Operating Sub shall be true and correct in all material respects (except to the extent that any of such representations and warranties are already qualified as to materiality, Material Adverse Effect or similar qualification in Article VI above, in which case, such representations and warranties shall be true and correct in all respects without further qualification) as of the date when made and as of the Company's acceptance of such Buyer's subscription for Shares as though made at that time (except for representations and warranties that speak as of a specific date, which shall be true and correct as of such specific date) and the Company and the Operating Sub shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by the Company and the Operating Sub at or prior to acceptance of such subscription.

9.4 The Company shall have obtained all governmental, regulatory or third party consents and approvals necessary for the sale of the Shares.

9.5 No statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or endorsed by any court or Governmental Authority of competent jurisdiction that prohibits the consummation of any of the transactions contemplated by the Transaction Documents.

9.6 Trading in the Common Stock shall not have been suspended by the SEC or any Principal Trading Market at any time since the date of execution of this Agreement.

9.7 Since the date of execution of this Agreement, no event or series of events shall have occurred that resulted, or could reasonably be expected to result, in a Material Adverse Effect.

ARTICLE X
INDEMNIFICATION

10.1 Company's Obligation to Indemnify. In consideration of the Placement Agent's and each Buyers' execution and delivery of this Agreement, and in addition to all of the Company's other obligations under this Agreement, the Company hereby agrees to defend and indemnify the Placement Agent, each Buyer, and each Affiliates of the Placement Agent and each Buyer and their respective subsidiaries, and their respective directors, officers, employees, agents and representatives, and the successors and assigns of each of them (collectively, the "**Buyer Indemnified Parties**") and the Company hereby agrees to hold the Buyer Indemnified Parties harmless, from and against any and all Claims made, brought or asserted against the Buyer Indemnified Parties, or any one of them, and the Company hereby agrees to pay or reimburse the Buyer Indemnified Parties for any and all Claims payable by any of the Buyer Indemnified Parties to any Person, including reasonable attorneys' and paralegals' fees and expenses, court costs, settlement amounts, costs of investigation and interest thereon from the time such amounts are due at one-half of the highest non-usurious rate of interest permitted by applicable Law in the state of New York, through all negotiations, mediations, arbitrations, trial and appellate levels, as a result of, or arising out of, or relating to: (i) any misrepresentation or breach of any representation or warranty made by the Company or any Operating Subs in this Agreement, the other Transaction Documents or any other certificate, instrument or document contemplated hereby or thereby; (ii) any breach of any covenant, agreement or Obligation of the Company or any Operating Sub contained in this Agreement, the other Transaction Documents or any other certificate, instrument or document contemplated hereby or thereby; or (iii) any Claims brought or made against the Buyer Indemnified Parties, or any one of them, by any Person and arising out of or resulting from the execution, delivery, performance or enforcement of this Agreement, the other Transaction Documents or any other instrument, document or agreement executed pursuant hereto or thereto. To the extent that the foregoing undertaking by the Company may be unenforceable for any reason, the Company shall make the maximum contribution to the payment and satisfaction of each of the Claims covered hereby, which is permissible under applicable Law. The Company will not be liable to any Buyer under this Section 10.1: (i) for any settlement by a Buyer in connection with any Claim effected without the Company's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed; or (ii) to the extent, but only to the extent, that a Claim is attributable solely to any Buyer's breach of any of the representations, warranties, covenants or agreements made by such Buyer in this Agreement or in the other Transaction Documents.

ARTICLE XI
MATTERS RELATING TO THE BUYERS

11.1 Independent Nature of Buyers' Obligations and Rights. The obligations of each Buyer under this Agreement and the Transaction Documents are several and not joint with the obligations of any other Buyer or the Placement Agent, and neither the Placement Agent nor any Buyer shall be responsible in any way for the performance of the obligations of any other Buyer under any one or more of the Transaction Documents. The decision of each Buyer to purchase the Shares pursuant to the Transaction Documents has been made by each such Buyer independently of the Placement Agent and the other Buyers and independently of any information, materials, statements or opinions as to the business, affairs, operations, assets, properties, liabilities, results of operations, condition (financial or otherwise) of the Company or of its subsidiaries, if any, which may have been made or given by the Placement Agent and any other Buyer or any of their respective officers, directors, principals, employees, agents, counsel or representatives (collectively, including the Placement Agent and the Buyer in question, the "Buyer Representatives"). No Buyer Representative shall have any liability to any other Buyer or the Company relating to or arising from any such information, materials, statements or opinions, if any. Each Buyer acknowledges that neither the Placement Agent nor any other Buyer has acted as agent for such Buyer in connection with making its investment decision hereunder and that neither the Placement Agent nor any Buyer will be acting as agent of such other Buyer in connection with monitoring such Buyer's investment in the Securities or enforcing its rights under the Transaction Documents. Each Buyer shall be entitled to independently protect and enforce its rights, including, without limitation, the rights arising out of this Agreement or out of the other Transaction Documents, and it shall not be necessary for any other Buyer to be joined as an additional party in any Proceeding for such purpose. The Company and each of the Buyers acknowledge that, for reasons of administrative convenience the Company has elected to provide each of the Buyers with the same Transaction Documents for the purpose of closing a transaction with multiple Buyers and not because it was required or requested to do so by any Buyer. In furtherance of the foregoing, and not in limitation thereof, the Company and the Buyers acknowledge that nothing contained in this Agreement or in any Transaction Document, and no action taken by any Buyer pursuant thereto, shall be deemed to constitute any two or more Buyers as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Buyers are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated by the Transaction Documents. Each Buyer acknowledges that he ,she or it has been advised by his or her own legal counsel, or has had the opportunity to engage his, her or its own legal counsel, with respect to this Agreement, the other Transaction Documents, and the transactions contemplated hereby and thereby and each Buyer understands and agrees that (i) he, she or it has carefully read and fully understands all of the terms of this Agreement and each Transaction Document to which he, she or it is a party; and (ii) he or she is under no disability or impairment that affects his or her decision to sign this Agreement or the other Transaction Documents and he or she knowingly and voluntarily intends to be legally bound by this Agreement and the Transaction Documents.

11.2 Equal Treatment of Buyers. No consideration shall be offered or paid to any Buyer to amend or consent to a waiver or modification of any provision of this Agreement or any of the other Transaction Documents, unless the same consideration is also offered to all of the other Buyers parties to the Transaction Documents.

ARTICLE XII
TERMINATION

12.1 Termination. This Agreement may be terminated prior to Outside Closing Date (defined below) (i) by written agreement of the Placement Agent, any Buyer who had signed this Agreement but who had not yet acquired Shares and the Company, or (ii) by either the Company or a Buyer who had signed this Agreement but not yet acquired Shares (as to itself but no other Buyer) upon written notice to the other, if the acceptance by the Company of a subscription shall not have taken place by January 31, 2018, or such later date approved by the Company's Board of Directors and the Placement Agent, but in no event later than February 28, 2018 ("**Outside Closing Date**"); provided, that the right to terminate this Agreement under this Section 12.1 shall not be available to any party whose failure to comply with its obligations under this Agreement has been the cause of or resulted in the failure of the issuance and sale of Shares to occur on or before such time.

12.2 Consequences of Termination. No termination of this Agreement shall release any party from any liability for breach by such party of the terms and provisions of this Agreement or the other Transaction Documents.

ARTICLE XIII
MISCELLANEOUS

13.1 Notices. All notices of request, demand and other communications hereunder shall be addressed to the parties as follows:

If to the Company:

theMaven, Inc.
2125 Western Avenue, Suite 502
Seattle, WA 98121
Attention: Martin Heimbigner
Email: marty@themaven.net

With a copy (which shall not constitute notice pursuant to this Section 13.1) to:

Golenbock Eiseman Assor Bell & Peskoe LLP
711 Third Avenue
New York, New York 10017
Attention: Andrew D. Hudders
Email: ahudders@golenbock.com
Facsimile: (212) 818-8881

If to the Placement Agent:

MDB Capital Group, LLC
2425 Cedar Springs Road
Dallas, Texas 75201
Attention: Christopher A. Marlett
Email: d@mdb.com
Facsimile: (310) 526-5020

With a copy (which shall not constitute notice pursuant to this Section 13.1) to:

Sheppard, Mullin Richter & Hampton LLP
379 Lytton Avenue
Palo Alto, California 94301
Attention: Jason R. Schendel
Email: jschendel@sheppardmullin.com

If to the Buyers:

To each Buyer based on the information set forth in the Schedule of Buyers attached hereto

unless the address is changed by the party by like notice given to the other parties. Notice shall be in writing and shall be deemed delivered: (i) if mailed by certified mail, return receipt requested, postage prepaid and properly addressed to the address above, then three (3) business days after deposit of same in a regularly maintained U.S. mail receptacle; or (ii) if mailed by Federal Express, UPS or other nationally recognized overnight courier service, next business morning delivery, then one (1) business day after deposit of same in a regularly maintained receptacle of such overnight courier; or (iii) if hand delivered, then upon hand delivery thereof to the address indicated on or prior to 5:00 p.m., New York time, on a business day. Any notice hand delivered after 5:00 p.m., New York time, shall be deemed delivered on the following business day. Notwithstanding the foregoing, notice, consents, waivers or other communications referred to in this Agreement may be sent by facsimile, e-mail, or other method of delivery, but shall be deemed to have been delivered only when the sending party has confirmed (by reply e-mail or some other form of written confirmation from the receiving party) that the notice has been received by the other party.

13.2 Entire Agreement. This Agreement, including the Exhibits and Schedules attached hereto and the documents delivered pursuant hereto, including the Transaction Documents other than this Agreement, and the Engagement Letter, set forth all the promises, covenants, agreements, conditions and understandings between the parties hereto with respect to the subject matter hereof and thereof, and supersede all prior and contemporaneous agreements, understandings, inducements or conditions, expressed or implied, oral or written, except as contained herein and in the Transaction Documents; provided, however, except as explicitly stated herein, nothing contained in this Agreement or any other Transaction Document shall (or shall be deemed to) (i) have any effect on any agreements any Buyer has entered into with, or any instruments any Buyer has received from, the Company prior to the date hereof with respect to any prior investment made by such Buyer in the Company or (ii) waive, alter, modify or amend in any respect any obligations of the Company, or any rights of or benefits to any Buyer or any other Person, in any agreement entered into prior to the date hereof between or among the Company and any Buyer, or any instruments any Buyer received from the Company prior to the date hereof, and all such agreements and instruments shall continue in full force and effect in accordance with their respective terms. In addition, as between the Placement Agent and the Company, in the event of any conflict between the terms of the Engagement Letter and the terms of this Agreement, the terms of the Engagement Letter shall govern.

13.3 Successors and Assigns. This Agreement, and any and all rights, duties and obligations hereunder, shall not be assigned, transferred, delegated or sublicensed by the Company without the prior written consent of the Placement Agent and each Buyer. Subject to the foregoing and except as otherwise provided herein, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

13.4 Binding Effect. This Agreement shall be binding upon the parties hereto, their respective successors and permitted assigns.

13.5 Amendment. Except as specifically set forth herein, neither the Company nor any Buyer makes any representation, warranty, covenant or undertaking with respect to such matters. For clarification purposes, the Recitals are part of this Agreement. No provision of this Agreement may be amended other than by an instrument in writing signed by the Company, the Placement Agent and the Required Buyers. Any amendment to any provision of this Agreement made in conformity with the provisions of this Section 13.5 shall be binding on all Buyers and holders of Securities, as applicable, provided that no such amendment shall be effective to the extent that it (1) applies to less than all of the holders of the Securities then outstanding, (2) imposes any Obligation or liability on any Buyer without such Buyer's prior written consent (which may be granted or withheld in such Buyer's sole discretion), or (3) adversely affects any Buyer in a manner differently than other Buyers. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party, provided that the Required Buyers may waive any provision of this Agreement, and any waiver of any provision of this Agreement made in conformity with the provisions of this Section 13.5 shall be binding on all Buyers and holders of Securities, as applicable, provided that no such waiver shall be effective to the extent that it (1) applies to less than all of the holders of the Securities then outstanding (unless a party gives a waiver as to itself only), (2) imposes any Obligation on any Buyer without such Buyer's prior written consent (which may be granted or withheld in such Buyer's sole discretion)., or (3) adversely affects any Buyer in a manner differently than other Buyers. No consideration shall be offered or paid to any Person to amend or consent to a waiver or modification of any provision of any of the Transaction Documents unless the same consideration also is offered to all of the parties to the Transaction Documents who are holders of Securities. The Company has not, directly or indirectly, made any agreements with any Buyers relating to the terms or conditions of the transactions contemplated by the Transaction Documents except as set forth in the Transaction Documents. Without limiting the foregoing, the Company confirms that, except as set forth in this Agreement, no Buyer has made any commitment or promise or has any other Obligation to provide any financing to the Company or otherwise. As a material inducement for each Buyer to enter into this Agreement, the Company expressly acknowledges and agrees that no due diligence or other investigation or inquiry conducted by a Buyer or any Buyer Representative shall affect such Buyer's right to rely on, or shall modify or qualify in any manner or be an exception to any of, the Company's representations and warranties contained in this Agreement or any other Transaction Document. "**Required Buyers**" means, as of any date of determination, Buyers holding a majority of the Shares sold pursuant to this Agreement.

13.6 Gender and Use of Singular and Plural. All pronouns shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the party or parties or their personal representatives, successors and assigns may require.

13.7 Execution. This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed and considered one and the same Agreement, and same shall become effective when counterparts have been signed by each party and each party has delivered its signed counterpart to the other party. A digital reproduction, portable document format (".pdf") or other reproduction of this Agreement may be executed by one or more parties hereto and delivered by such party by electronic signature (including signature via *DocuSign* or similar services), electronic mail or any similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen. Such execution and delivery shall be considered valid, binding and effective for all purposes.

13.8 Headings. The article and section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of the Agreement.

13.9 Governing Law. All questions concerning the construction, validity, enforcement and interpretation of the Transaction Documents shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof. Each party agrees that all legal proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement and any other Transaction Documents (whether brought against a party hereto or its respective affiliates, directors, officers, shareholders, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the State of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the State of New York, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Each party hereby irrevocably waives any right it may have, and agrees not to request, a jury trial for the adjudication of any dispute hereunder or in connection with or arising out of this Agreement or any transaction contemplated hereby. If either party shall commence an action or proceeding to enforce any provisions of the Transaction Documents, then the prevailing party in such action or proceeding shall be reimbursed by the other party for its reasonable attorneys' fees and other costs and expenses incurred with the investigation, preparation and prosecution of such action or proceeding.

13.10 Further Assurances. The parties hereto will execute and deliver such further instruments and do such further acts and things as may be reasonably required to carry out the intent and purposes of this Agreement.

13.11 Survival. The representations and warranties contained herein shall survive the expiration or termination of this Agreement. Each Buyer shall be responsible only for its own representations, warranties and covenants hereunder.

13.12 Joint Preparation. The preparation of this Agreement has been a joint effort of the parties and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

13.13 Severability. If any one of the provisions contained in this Agreement, for any reason, shall be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall remain in full force and effect and be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

13.14 No Third Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other Person.

13.15 WAIVER OF JURY TRIAL. THE BUYERS, THE PLACEMENT AGENT, AND THE COMPANY, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, EACH KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES, IRREVOCABLY, THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT OR ANY OTHER AGREEMENT EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT OR COURSE OF DEALING IN WHICH THE BUYERS AND THE COMPANY ARE ADVERSE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE BUYERS TO PURCHASE THE SHARES.

[SIGNATURES ON THE FOLLOWING PAGES]

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

"COMPANY"

THEMAVEN, INC.,
a Delaware corporation

By: ______________________________
James Heckman,
Chief Executive Officer

"PLACEMENT AGENT"

MDB CAPITAL GROUP, LLC,
a Texas limited liability company

By: ______________________________

Signature Page to Securities Purchase Agreement

BUYER SIGNATURE PAGE FOR SECURITIES PURCHASE AGREEMENT

WITH THEMAVEN, INC.

By its execution below, the undersigned Buyer hereby acknowledges and agrees to the terms set forth in the Securities Purchase Agreement to which this signature page is attached.

FOR ENTITY INVESTORS:		FOR INDIVIDUAL INVESTORS:	
______________________		Signature:	______________________
		Name:	______________________
By:	______________________		
Name:	______________________	Signature:	______________________
Title:	______________________	Name:	______________________
WORK ADDRESS:		HOME ADDRESS:	
______________________		______________________	
______________________		______________________	
Attention:	______________________	Phone:	______________________
Phone:	______________________	SSN:	______________________
Fax:	______________________		
E-mail:	______________________		
Taxpayer ID#:	______________________		

Number of Shares to be Purchased: _________________

Amount of Subscription (***number of shares X $2.50***): __________________

EXHIBIT A

REGISTRATION RIGHTS AGREEMENT

EXHIBIT B

FORM OF WARRANT

EXHIBIT C

ADDITIONAL RISK FACTORS

The shares of the Company's common stock that have not been registered under the Securities Act of 1933, as amended (the "**Securities Act**"), including the Shares issued pursuant to this Agreement, are subject to resale restrictions imposed by Rule 144 under the Securities Act ("**Rule 144**"), including those set forth in Rule 144(i) which apply to a former "shell company." Pursuant to Rule 144, a "shell company" is defined as a company that has no or nominal operations and either no or nominal assets, assets consisting solely of cash and cash equivalents or assets consisting of any amount of cash and cash equivalents and nominal other assets. As such, the Company was, until November 7, 2016, a "shell company" pursuant to Rule 144 (as further described in the SEC Filings), and as such, sales of the Company's securities pursuant to Rule 144 are not able to be made until a period of at least twelve months has elapsed from the date on which the information that is required by Form 10 to register the Company's securities under the Securities Exchange Act of 1934, as amended, (the "**Exchange Act**") is filed with the Securities and Exchange Commission (the "**Commission**"). The Company filed such information with the Commission on November 7, 2016. Therefore, any restricted securities the Company has sold or may sell in the future (including Shares sold pursuant to this Agreement) or issues to consultants or employees, in consideration for services rendered or for any other purpose, will have no liquidity until and unless such securities are registered with the Commission and/or until six months after the date of issuance and we have otherwise complied with the other requirements of Rule 144. As a result, it may be harder for the Company to fund its operations and pay its employees and consultants with the Company's securities instead of cash. Furthermore, it will be harder for the Company to raise funding through the sale of debt or equity securities unless it agrees to register such securities with the Commission, which could cause the Company to expend additional resources in the future. The Company's prior status as a "shell company" could prevent it in the future from raising additional funds, engaging employees and consultants, and using its securities to pay for any acquisitions, which could cause the value of its securities, if any, to decline in value or become worthless.

Under Rule 144, restricted or unrestricted securities that were initially issued by a reporting or non-reporting shell company, or a company that was at any time previously a reporting or non-reporting shell company, can only be resold in reliance on Rule 144 if the following conditions are met:

- the issuer of the securities that was formerly a reporting or non-reporting shell company has ceased to be a shell company;
- the issuer of the securities is subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act;
- the issuer of the securities has filed all reports and material required to be filed under Section 13 or 15(d) of the Exchange Act, as applicable, during the preceding twelve months (or shorter period that the Issuer was required to file such reports and materials), other than Form 8-K reports; and
- at least one year has elapsed from the time the issuer filed the current Form 10 type information with the SEC reflecting its status as an entity that is not a shell company.

At the present time, the Company is not classified as a "shell company" under Rule 405 of the Securities Act or Rule 12b-2 of the Exchange Act. However, in the event the Company was to be so designated in the future, Buyers of Shares would be unable to sell such Shares under Rule 144.

Exhibit 10.2

REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (the “**Agreement**”) is made and entered into as of this _____ day of _______ 2017 by and among theMaven, Inc., a Delaware corporation (the “**Company**”), MDB Capital Group, LLC, a Texas limited liability company (“**MDB**”), and the investor(s) identified on the signature pages hereto (each, including its successors and assigns, an “**Investor**,” and collectively, the “**Investors**”).

RECITALS

WHEREAS, the Company will sell shares of its Common Stock to certain of the Investors pursuant to that certain Securities Purchase Agreement (the “**Purchase Agreement**”) dated as of even date herewith by and among the Company and the Investors.

WHEREAS, the Company may become obligated to issue shares of Common Stock to MDB pursuant to a letter agreement, dated as of September 15, 2017 (the “**Engagement Letter**”), between the Company and MDB.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Company, MDB and the Investors agree as follows:

The parties hereby agree as follows:

1. Certain Definitions. As used in this Agreement, the following terms shall have the following meanings:

“**Business Day**” means any day other than a Saturday, Sunday or a day which is a Federal legal holiday in the U.S.

“**Common Stock**” means the Company’s common stock, par value $0.01 per share, and any securities into which such shares may hereinafter be reclassified.

“**Person**” means any individual, sole proprietorship, joint venture, partnership, company, corporation, association, limited liability company, cooperation, trust, estate, governmental authority, or any other entity of any nature whatsoever.

“**Prospectus**” means (i) the prospectus included in any Registration Statement, as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Registrable Securities covered by such Registration Statement and by all other amendments and supplements to the prospectus, including post-effective amendments and all material incorporated by reference in such prospectus, and (ii) any “free writing prospectus” as defined in Rule 405 under the 1933 Act.

“**register**,” “**registered**” and “**registration**” refer to a registration made by preparing and filing a Registration Statement or similar document in compliance with the 1933 Act, and the SEC’s declaration or ordering of effectiveness of such Registration Statement or document.

"**Registrable Securities**" means (i) the Shares and (ii) any other securities issued or issuable with respect to or in exchange for Registrable Securities, whether by merger, charter amendment or otherwise; provided, that the Shares held by an Investor shall not be Registrable Securities if such Investor has not completed and delivered to the Company a Selling Stockholder Questionnaire as requested prior to the filing of the Initial Registration Statement; and provided, further, that, an Investor's security shall cease to be a Registrable Security upon the earliest to occur of the following: (A) sale of such security pursuant to a Registration Statement; or (B) such security becoming eligible for sale by the Investor pursuant to Rule 144 under the 1933 Act.

"**Registration Statement**" means any registration statement of the Company filed under the 1933 Act (including a post-effective amendment to a previously filed registration statement) that covers the resale of any of the Registrable Securities pursuant to the provisions of this Agreement, amendments and supplements to such Registration Statement, including post-effective amendments, all exhibits and all material incorporated by reference in such Registration Statement.

"**Required Investors**" means the Investors then holding a majority of the Registrable Securities.

"**SEC**" means the U.S. Securities and Exchange Commission.

"**Selling Stockholder Questionnaire**" means a questionnaire in the form and substance reasonably satisfactory to the Company and MDB, or such other form of questionnaire as may reasonably be adopted by the Company from time to time.

"**Shares**" means (a) the shares of Common Stock issued to Investors pursuant to the Purchase Agreement and (b) the shares of Common Stock and the shares of Common Stock underlying any warrants issued to MDB pursuant to the Engagement Letter.

"**1933 Act**" means the U.S. Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"**1934 Act**" means the U.S. Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

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2. Registration.

(a) Registration Statement. Promptly following the final closing date of the transactions contemplated by the Purchase Agreement (the "**Closing Date**") but no later than 180 days after the later of (x) the Closing Date or (y) June 30, 2018 (the "**Filing Deadline**"), the Company shall prepare and file with the SEC one Registration Statement on Form S-3 (or, if Form S-3 is not then available to the Company, on such form of registration statement as is then available to effect a registration for resale of the Registrable Securities) covering the resale of the Registrable Securities. Subject to any SEC comments, such Registration Statement shall include the plan of distribution attached hereto as Exhibit A; provided, however, that no Investor shall be named as an "underwriter" in the Registration Statement without such Person's prior written consent; provided if the consent is required in order to ensure the Registration Statement is declared effective, but not given promptly after requested, then the Registrable Securities of the non-consenting Person may be removed from the Registration Statement. Such Registration Statement also shall cover, to the extent allowable under the 1933 Act and the rules promulgated thereunder (including Rule 416), such indeterminate number of additional shares of Common Stock resulting from stock splits, stock dividends or similar transactions with respect to the Registrable Securities. The Registration Statement (and each amendment or supplement thereto, each formal correspondence related thereto (including SEC comment letters and the Company's response thereto), and each request for acceleration of effectiveness thereof) shall be provided in accordance with Section 3(c) to MDB, the Investors and their counsel prior to its filing or other submission. If a Registration Statement covering the Registrable Securities is not filed with the SEC on or prior to the Filing Deadline, the Company will make up to two (2) pro rata payments to MDB and each Investor, as liquidated damages and not as a penalty, an amount equal to 1.0% multiplied by (a) the gross purchase price paid for the Shares, in the case of the Investors, or (b) in the case of MDB an amount (the "**MDB Share Value**") equal to (x) the lowest per share purchase price paid by any Investor for Shares pursuant to the Purchase Agreement multiplied by (y) the sum of (A) the number of the actual shares of Common Stock issued to MDB pursuant to the Engagement Letter and/or the Purchase Agreement plus (B) the number of shares of Common Stock underlying warrants issued to MDB pursuant to the Engagement Letter and/or the Purchase Agreement, in each case, for each 30-day period or pro rata for any portion thereof following the Filing Deadline for which no Registration Statement is filed with respect to the Registrable Securities. Such payments shall constitute MDB's and the Investors' exclusive monetary remedy for the Company's breach of this Section 2(a) only, but shall not affect the right of MDB or the Investors to seek injunctive relief. Such payments shall be made to MDB and each Investor in cash no later than five (5) Business Days after the end of each 30-day period referred to above. Such payments shall be in addition to, and not in lieu of, any payments required to be made by the Company to MDB and the Investors pursuant to Section 2(c).

(b) Expenses. The Company will pay all expenses associated with each registration, including filing and printing fees, the Company's counsel and accounting fees and expenses, costs associated with clearing the Registrable Securities for sale under applicable state securities laws, listing fees, and reasonable fees and expenses of one counsel to MDB and the Investors not to exceed $5,000, in connection with the registration. The Company will not be responsible for any discounts, commissions, fees of underwriters, selling brokers, dealer managers or similar securities industry professionals with respect to the Registrable Securities being sold or transferred.

(c) Effectiveness.

(i) The Company shall use commercially reasonable efforts to have the Registration Statement declared effective by the SEC as soon as practicable after filing. The Company shall notify MDB and the Investors by facsimile or e-mail as promptly as practicable after, and in any event, no later than 5:00 p.m. New York time on the Business Day following the date, any Registration Statement is declared effective and shall simultaneously provide MDB and the Investors by facsimile or e-mail with copies of any related Prospectus to be used in connection with the sale or other disposition of the securities covered thereby. If (A) a Registration Statement covering the Registrable Securities is not declared effective by the SEC prior to the earlier of (i) seven (7) Business Days after the SEC shall have informed the Company that no review of the Registration Statement will be made or that the SEC has no further comments on the Registration Statement or (ii) February 12, 2018 or (B) a Registration Statement has been declared effective by the SEC but sales cannot be made pursuant to such Registration Statement for any reason (including without limitation by reason of a stop order, or the Company's failure to update the Registration Statement), but excluding any Allowed Delay (as defined below) or the inability of MDB or any Investor to sell the Registrable Securities covered thereby due to market conditions, then the Company will make pro rata payments to MDB and each Investor, as liquidated damages and not as a penalty, an amount equal to 1.0% multiplied by (a) the gross purchase price paid for the Shares, in the case of the Investors, or (b) the MDB Share Value, in the case of MDB, in each case, for each 30-day period or pro rata, for any portion thereof following the date by which such Registration Statement should have been effective (the "**Blackout Period**"). Such payments shall constitute MDB's and the Investors' exclusive monetary remedy for such events, but shall not affect the right of MDB and the Investors to seek injunctive relief. The amounts payable as liquidated damages pursuant to this Section 2(c) shall be paid by the Company to MDB and the Investors monthly within five (5) Business Days of the last day of each 30-day period following the commencement of the Blackout Period until the termination of the Blackout Period. Such payments shall be made to MDB and each Investor in cash. Such payments shall be in addition to, and not in lieu of, any payments required to be made by the Company to MDB and the Investors pursuant to Section 2(a).

(ii) Notwithstanding anything herein to the contrary, the Company may suspend the use of any Prospectus included in any Registration Statement contemplated by this Section in the event that the Company's Board of Directors determines in good faith that such suspension is necessary to (A) delay the disclosure of material non-public information concerning the Company, the disclosure of which at the time is not, in the good faith opinion of the Company's Board of Directors, in the best interests of the Company or (B) amend or supplement the affected Registration Statement or the related Prospectus so that such Registration Statement or Prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the case of the Prospectus in light of the circumstances under which they were made, not misleading (an "**Allowed Delay**"); provided, that the Company shall promptly (a) notify MDB and each Investor in writing of the commencement of and the reasons for an Allowed Delay, but shall not (without the prior written consent of MDB and each Investor) disclose to MDB or such Investor any material non-public information giving rise to an Allowed Delay, (b) advise MDB and the Investors in writing to cease all sales under the Registration Statement until the end of the Allowed Delay and (c) use commercially reasonable efforts to terminate an Allowed Delay as promptly as practicable. The Company shall be entitled to exercise its right under this Section 2(c)(ii) to suspend the availability of a Registration Statement and Prospectus for a period not to exceed 20 calendar days (which need not be consecutive days) in any six-month period.

(iii) Notwithstanding anything herein to the contrary, in no event shall the liquidated damages paid or to be paid by the Company to MDB or an Investor pursuant to Sections 2(a) and 2(c) of this Agreement exceed, in the aggregate, an amount equal to 7.5% multiplied by (a) the gross purchase price paid for the Shares, in the case of the Investors, or (b) the MDB Share Value, in the case of MDB.

(d) Rule 415; Cutback If at any time the SEC takes the position that the offering of some or all of the Registrable Securities in a Registration Statement (alone or together with previously or subsequently registered shares of Common Stock) are not eligible to be made on a delayed or continuous basis under the provisions of Rule 415 under the 1933 Act or requires MDB or any Investor to be named as an "underwriter", the Company shall use its commercially reasonable efforts to persuade the SEC that the offering contemplated by the Registration Statement is a valid secondary offering and not an offering "by or on behalf of the issuer" as defined in Rule 415 and that none of MDB nor any of the Investors is an "underwriter". MDB and each of the Investors shall have the right to participate or have their counsel participate in any meetings or discussions with the SEC regarding the matters discussed in this Section 2(d) (unless in the reasonable opinion of the Company or its counsel, such participation will be to the detriment to the Company in that it may cause undue delays in the registration process or for other reasons) and to comment or have their counsel comment on any written submission made to the SEC with respect thereto. No such written submission shall be made to the SEC to which MDB, any Investor or any of their respective counsel reasonably objects. In the event that, despite the Company's efforts and compliance with the terms of this Section 2(d), the SEC refuses to alter its position, the Company shall (i) remove from the Registration Statement such portion of the Registrable Securities (the "**Cut Back Shares**") and/or (ii) agree to such restrictions and limitations on the registration and resale of the Registrable Securities as the SEC may require to assure the Company's compliance with the requirements of Rule 415 (collectively, the "**SEC Restrictions**"); provided, however, that the Company shall not agree to name MDB or any Investor as an "underwriter" in such Registration Statement without the prior written consent of MDB or such Investor. Any cut-back imposed on MDB or any Investor pursuant to this Section 2(d) shall be allocated among MDB and the Investors (and the holders of any previously or subsequently registered shares of Common Stock whose shares are subject to the Rule 415 position taken by the SEC) on a pro rata basis, unless the SEC Restrictions otherwise require or provide or MDB or the applicable Investors otherwise agree. The liquidated damages set forth in Section 2(c) shall not accrue as to any Cut Back Shares until such date as the Company is able to effect the registration of such Cut Back Shares in accordance with any SEC Restrictions (such date, the "**Restriction Termination Date**" of such Cut Back Shares). From and after the Restriction Termination Date applicable to any Cut Back Shares, all of the provisions of this Section 2 (including the liquidated damages provisions set forth in Section 2(c)) shall again be applicable to such Cut Back Shares; provided, however, that the date by which the Company is required to obtain effectiveness of the Registration Statement with respect to such Cut Back Shares under Section 2(c) shall be the 90th day immediately after the Restriction Termination Date.

3. Company Obligations. The Company will use commercially reasonable efforts to effect the registration of the Registrable Securities in accordance with the terms hereof, and pursuant thereto the Company will, as expeditiously as possible:

(a) use its commercially reasonable efforts to cause the SEC to declare such Registration Statement effective and to cause such Registration Statement to remain continuously effective for a period that will terminate upon the earlier of (i) the legal effectiveness period from the date of effectiveness, (ii) the date on which all Registrable Securities covered by such Registration Statement as amended from time to time, have been sold, and (iii) the date on which all Registrable Securities covered by such Registration Statement may be sold pursuant to Rule 144 (the "**Effectiveness Period**");

(b) prepare and file with the SEC such amendments and post-effective amendments to the Registration Statement and the Prospectus as may be necessary to keep the Registration Statement effective for the Effectiveness Period and to comply with the provisions of the 1933 Act and the 1934 Act with respect to the distribution of all of the Registrable Securities covered thereby;

(c) provide copies to MDB, the Investors and counsel designated by MDB and the Investors and permit such counsel to review each Registration Statement and all amendments and supplements thereto no fewer than three (3) days, in the case of the initial Registration Statement, and two (2) days, in the case of any amendment or supplement, prior to their filing with the SEC and not file any document to which MDB, any Investor or such counsel reasonably objects;

(d) furnish to MDB, the Investors and to counsel designated by MDB and the Investors, if any, (i) promptly after the same is prepared and publicly distributed, filed with the SEC, or received by the Company (but not later than two (2) Business Days after the filing date, receipt date or sending date, as the case may be) one (1) copy of any Registration Statement and any amendment thereto, each preliminary prospectus and Prospectus and each amendment or supplement thereto, and each letter written by or on behalf of the Company to the SEC or the staff of the SEC, and each item of correspondence from the SEC or the staff of the SEC, in each case relating to such Registration Statement (other than any portion of any thereof which contains information for which the Company has sought confidential treatment), provided that to the extent the foregoing are publicly available on the SEC website, they will be deemed delivered, and (ii) such number of copies of a Prospectus, including a preliminary prospectus, and all amendments and supplements thereto and such other documents as MDB and each Investor may reasonably request in order to facilitate the disposition of the Registrable Securities owned by MDB or such Investor that are covered by the related Registration Statement;

(e) use commercially reasonable efforts to (i) prevent the issuance of any stop order or other suspension of effectiveness of the Registration Statement, and, (ii) if such order is issued, obtain the withdrawal of any such order at the earliest possible moment;

(f) prior to any public offering of Registrable Securities, use commercially reasonable efforts to register or qualify or cooperate with MDB, the Investors and their counsel in connection with the registration or qualification of such Registrable Securities for offer and sale under the securities or blue sky laws of such jurisdictions requested by MDB or the Investors and do any and all other commercially reasonable acts or things necessary or advisable to enable the distribution in such jurisdictions of the Registrable Securities covered by the Registration Statement; provided, however, that the Company shall not be required in connection therewith or as a condition thereto to (i) qualify to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 3(f), (ii) subject itself to general taxation in any jurisdiction where it would not otherwise be so subject but for this Section 3(f), (iii) file a general consent to service of process in any such jurisdiction, or (iv) file in more than ten (10) jurisdictions within the United States or in any jurisdiction outside the United States;

(g) use commercially reasonable efforts to cause all Registrable Securities covered by a Registration Statement to be listed on each securities exchange, interdealer quotation system or other market on which similar securities issued by the Company are then listed;

(h) immediately notify MDB and the Investors, at any time prior to the end of the Effectiveness Period, upon discovery that, or upon the happening of any event as a result of which, the Prospectus includes an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing, and promptly prepare, file with the SEC and furnish to such Persons a supplement to or an amendment of such Prospectus as may be necessary so that such Prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing; and

(i) otherwise use commercially reasonable efforts to comply with all applicable rules and regulations of the SEC under the 1933 Act and the 1934 Act, including, without limitation, Rule 172 under the 1933 Act, file any final Prospectus, including any supplement or amendment thereof, with the SEC pursuant to Rule 424 under the 1933 Act, promptly inform MDB and the Investors in writing if, at any time during the Effectiveness Period, the Company does not satisfy the conditions specified in Rule 172 and, as a result thereof, MDB or the Investors are required to deliver a Prospectus in connection with any disposition of Registrable Securities and take such other actions as may be reasonably necessary to facilitate the registration of the Registrable Securities hereunder; and make available to its security holders, as soon as reasonably practicable, but not later than the Availability Date (as defined below), an earnings statement covering a period of at least twelve (12) months, beginning after the effective date of each Registration Statement, which earnings statement shall satisfy the provisions of Section 11(a) of the 1933 Act, including Rule 158 promulgated thereunder (for purpose of this subsection 3(i), "**Availability Date**" means the 45th day following the end of the fourth fiscal quarter after the fiscal quarter that includes the effective date of such Registration Statement, except that, if such fourth fiscal quarter is the last quarter of the Company's fiscal year, "Availability Date" means the 90th day after the end of such fourth fiscal quarter).

(j) With a view to making available to MDB and the Investors the benefits of Rule 144 (or its successor rule) and any other rule or regulation of the SEC that may at any time permit MDB and the Investors to sell shares of Common Stock to the public without registration, the Company covenants and agrees with MDB and the Investors, for a period of three (3) years after the Closing Date, to: (i) make and keep public information available, as those terms are understood and defined in Rule 144, until the earlier of (A) six months after the date when all of the Registrable Securities may be sold without restriction by the holders thereof pursuant to Rule 144 or any other rule of similar effect, or (B) the date all of the Registrable Securities shall have been resold; (ii) file with the SEC in a timely manner all reports and other documents required of the Company under the 1934 Act; (iii) furnish to each Investor upon request (A) a written statement, executed by a senior officer of the Company, that the Company has complied with the reporting requirements of the 1934 Act, (B) a copy of the Company's most recent Annual Report on Form 10-K or Quarterly Report on Form 10-Q, and (C) such other information as may be reasonably requested in order to avail such Investor of any rule or regulation of the SEC that permits the selling of any such Registrable Securities without registration; and (iv) use commercially reasonable efforts to assist MDB and each Investor with the removal of any legends required under Rule 144 under the 1933 Act, including with respect to any opinions required thereby, provided that the Company's obligations hereunder are subject to the reasonable determination of the Company and the Company's counsel that any such legend removal complies with the 1933 Act.

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4. Due Diligence Review; Information. Upon written request, the Company shall make available, during normal business hours, for inspection and review by MDB, the Investors, advisors to and representatives of MDB and the Investors (who may or may not be affiliated with MDB or the Investors and who are reasonably acceptable to the Company), all financial and other records, all SEC Filings and other filings with the SEC, and all other corporate documents and assets and properties of the Company as may be reasonably necessary for the purpose of such review, and cause the Company's officers, directors and employees, within a reasonable time period, to supply all such information reasonably requested by MDB and the Investors or any such representative, advisor or underwriter in connection with such Registration Statement (including, without limitation, in response to all questions and other inquiries reasonably made or submitted by any of them), prior to and from time to time after the filing and effectiveness of the Registration Statement for the sole purpose of enabling MDB, the Investors and such representatives, advisors and underwriters and their respective accountants and attorneys to conduct initial and ongoing due diligence with respect to the Company and the accuracy of such Registration Statement. As a condition to such inspection and review, the Company may require the Investors to enter into confidentiality agreements.

The Company shall not disclose material nonpublic information to MDB, the Investors, or to advisors to or representatives of MDB and the Investors, unless prior to disclosure of such information the Company identifies such information as being material nonpublic information and provides MDB, the Investors, and such advisors and representatives with the opportunity to accept or refuse to accept such material nonpublic information for review and MDB or any Investor wishing to obtain such information enters into an appropriate confidentiality agreement with the Company with respect thereto.

5. Obligations of the Investors and MDB.

(a) MDB and each Investor shall furnish to the Company a completed and executed Selling Stockholder Questionnaire. The Company shall not be required to include the Registrable Securities of MDB or an Investor in a Registration Statement who fails to furnish to the Company a fully completed and executed Selling Stockholder Questionnaire at least two (2) Business Days prior to the first anticipated filing date of such Registration Statement. It is agreed and understood that if MDB or an Investor returns a Selling Stockholder Questionnaire after the deadline specified in the previous sentence, the Company shall use its commercially reasonable efforts to take such actions as are required to name MDB or such Investor as a selling security holder in the Registration Statement or any pre-effective or post-effective amendment thereto and to include (to the extent not theretofore included) in the Registration Statement the Registrable Securities identified in such late Selling Stockholder Questionnaire; provided that the Company shall not be obligated to file any additional Registration Statements solely for such shares or take any action that the Company reasonable concludes would cause the Company to miss the Filing Deadline or the deadline by which the Registration Statement must be declared effective by the SEC, or otherwise cause other Registrable Securities to be ineligible for sale.

(b) MDB and each Investor, by its acceptance of the Registrable Securities agrees to cooperate with the Company as reasonably requested by the Company in connection with the preparation and filing of a Registration Statement hereunder, unless such Investor has notified the Company in writing of its election to exclude all of its Registrable Securities from such Registration Statement.

(c) MDB and each Investor agrees that, upon receipt of any notice from the Company of either (i) the commencement of an Allowed Delay pursuant to Section 2(c)(ii) or (ii) the happening of an event pursuant to Section 3(h) hereof, MDB and such Investor will immediately discontinue disposition of Registrable Securities pursuant to the Registration Statement covering such Registrable Securities, until MDB and such Investor is advised by the Company that such dispositions may again be made.

6. Indemnification.

(a) Indemnification by the Company. The Company will indemnify and hold harmless MDB, each Investor and each of their respective officers, directors, members, managers, employees and agents, successors and assigns, and each other Person, if any, who controls MDB or such Investor within the meaning of the 1933 Act, against any losses, claims, damages or liabilities, joint or several, to which they may become subject under the 1933 Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon: (i) any untrue statement or alleged untrue statement or omission or alleged omission of any material fact contained in any Registration Statement, any preliminary Prospectus or final Prospectus, or any amendment or supplement thereof; (ii) any blue sky application or other document executed by the Company specifically for that purpose or based upon written information furnished by the Company filed in any state or other jurisdiction in order to qualify any or all of the Registrable Securities under the securities laws thereof (any such application, document or information herein called a "**Blue Sky Application**"); (iii) the omission or alleged omission to state in a Blue Sky Application a material fact required to be stated therein or necessary to make the statements therein not misleading; (iv) any violation by the Company or its agents of any rule or regulation promulgated under the 1933 Act applicable to the Company or its agents and relating to action or inaction required of the Company in connection with such registration; or (v) any failure to register or qualify the Registrable Securities included in any such Registration Statement in any state or other jurisdiction where the Company or its agents has affirmatively undertaken or agreed in writing that the Company will undertake such registration or qualification on MDB's or an Investor's behalf and will reimburse MDB or such Investor, and each such officer, director or member and each such controlling person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the Company will not be liable in any such case if and to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission so made in conformity with information furnished by MDB or such Investor or any such controlling person in writing specifically for use in such Registration Statement or Prospectus.

(b) Indemnification by MDB and the Investors. MDB and each Investor agrees, severally but not jointly, to indemnify and hold harmless, to the fullest extent permitted by law, the Company, its directors, officers, employees, stockholders and each Person who controls the Company (within the meaning of the 1933 Act) against any losses, claims, damages, liabilities and expense (including reasonable attorney fees) resulting from any untrue statement of a material fact or any omission of a material fact required to be stated in the Registration Statement or Prospectus or preliminary Prospectus or amendment or supplement thereto or necessary to make the statements therein not misleading, to the extent, but only to the extent that such untrue statement or omission is contained in any information furnished in writing by MDB or such Investor to the Company specifically for inclusion in such Registration Statement or Prospectus or amendment or supplement thereto. In no event shall the liability of MDB or an Investor be greater in amount than the dollar amount (with respect to MDB or such Investor, the "**Net Sales Proceeds**") of the proceeds (net of all underwriter commissions and other expenses paid by MDB or such Investor in connection with its acquisition and subsequent registration of the Registrable Securities and any claim relating to this Section 6 and the amount of any damages such Investor has otherwise been required to pay by reason of such untrue statement or omission) actually received by MDB or such Investor upon the sale of the Registrable Securities included in the Registration Statement giving rise to such indemnification obligation.

(c) Conduct of Indemnification Proceedings. Any Person entitled to indemnification hereunder (the "**Indemnified Party**") shall (i) give prompt notice to the party required to provide indemnification hereunder (the "**Indemnifying Party**") of any claim with respect to which he, she or it seeks indemnification and (ii) permit such Indemnifying Party to assume the defense of such claim with counsel reasonably satisfactory to the Indemnified Party; provided that any Indemnified Party shall have the right to employ separate counsel and to participate in the defense of such claim, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (a) the Indemnifying Party has agreed to pay such fees or expenses, or (b) the Indemnifying Party shall have failed to assume the defense of such claim and employ counsel reasonably satisfactory to the Indemnified Party in a timely manner and such delay has prejudiced the Indemnified Party, or (c) in the reasonable judgment of any such Indemnified Party, based upon written advice of its counsel, a conflict of interest exists between the Indemnified Party and the Indemnifying Party with respect to such claims (in which case, if the Indemnified Party notifies the Indemnifying Party in writing that the Indemnified Party elects to employ separate counsel at the expense of the Indemnifying Party, the Indemnifying Party shall not have the right to assume the defense of such claim on behalf of such Indemnified Party); and provided, further, that the failure of any Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its obligations hereunder, except to the extent that such failure to give notice shall materially and adversely affect the Indemnifying Party in the defense of any such claim or litigation. It is understood that the Indemnifying Party shall not, in connection with any proceeding in the same jurisdiction with respect to the same indemnifiable matter, be liable for fees or expenses of more than one separate firm of attorneys at any time for all such Indemnified Parties. No Indemnifying Party will consent to entry of any judgment or enter into any settlement without the written consent of the Indemnified Party (not to be unreasonably withheld, delayed or conditioned), unless such judgement or settlement shall: (i) include an unconditional release of the Indemnified Party from all liability arising out of such litigation or claim; (ii) not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of the Indemnified Party; and (iii) not impose any restriction upon the operations of the Indemnified Party.

(d) Contribution. If for any reason the indemnification provided for in the preceding paragraphs (a) and (b) is unavailable to an Indemnified Party or insufficient to hold him, her or it harmless, other than as expressly specified therein, then the Indemnifying Party shall contribute to the amount paid or payable by the Indemnified Party as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect the relative fault of the Indemnified Party and the Indemnifying Party, as well as any other relevant equitable considerations. No Person guilty of fraudulent misrepresentation within the meaning of Section 11(f) of the 1933 Act shall be entitled to contribution from any Person not guilty of such fraudulent misrepresentation. In no event shall the contribution obligation of a holder of Registrable Securities be greater in amount than the Net Sales Proceeds received by it upon the sale of the Registrable Securities giving rise to such contribution obligation.

7. Miscellaneous.

(a) Amendments and Waivers. This Agreement may be amended only by a writing signed by the Company, MDB and the Required Investors. The Company may take any action herein prohibited, or omit to perform any act herein required to be performed by it, only if the Company shall have obtained the written consent to such amendment, action or omission to act, of the Required Investors.

(b) Notices. All notices and other communications provided for or permitted hereunder shall be made as set forth in the Purchase Agreement.

(c) Assignments and Transfers by Investors. The provisions of this Agreement shall be binding upon and inure to the benefit of the Investors and their respective successors and assigns. MDB and each Investor may transfer or assign, in whole or from time to time in part, to one or more Persons its rights hereunder in connection with the transfer of Registrable Securities by MDB or such Investor to such Person, provided that MDB and such Investor complies with all laws applicable thereto and provides written notice of assignment to the Company promptly after such assignment is effected and agrees in writing to be bound by the terms hereof.

(d) Assignments and Transfers by the Company. This Agreement may not be assigned by the Company (whether by operation of law or otherwise) without the prior written consent of MDB and the Required Investors, provided, however, that in the event that the Company is a party to a merger, consolidation, share exchange or similar business combination transaction in which the Common Stock is converted into the equity securities of another Person, from and after the effective time of such transaction, such Person shall, by virtue of such transaction and without any action required on the part of any other Person, be deemed to have assumed the obligations of the Company hereunder, the term “Company” shall be deemed to refer to such Person and the term “Registrable Securities” shall be deemed to include the securities received by the Investors in connection with such transaction unless such securities are otherwise freely tradable by the Investors after giving effect to such transaction.

(e) Benefits of the Agreement. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective permitted successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

(f) Counterparts; Delivery. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A digital reproduction, portable document format (".pdf") or other reproduction of this Agreement may be executed by one or more parties hereto and delivered by such party by electronic signature (including signature via *DocuSign* or similar services), electronic mail or any similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen. Such execution and delivery shall be considered valid, binding and effective for all purposes.

(g) Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

(h) Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof but shall be interpreted as if it were written so as to be enforceable to the maximum extent permitted by applicable law, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the parties hereby waive any provision of law which renders any provisions hereof prohibited or unenforceable in any respect.

(i) Further Assurances. The parties shall execute and deliver all such further instruments and documents and take all such other actions as may reasonably be required to carry out the transactions contemplated hereby and to evidence the fulfillment of the agreements herein contained.

(j) Entire Agreement. This Agreement is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

(k) Governing Law; Consent to Jurisdiction; Waiver of Jury Trial. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to the choice of law principles thereof. Each of the parties hereto irrevocably submits to the exclusive jurisdiction of the courts of the State of New York located in New York County and the United States District Court for the Southern District for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Agreement and the transactions contemplated hereby. Service of process in connection with any such suit, action or proceeding may be served on each party hereto anywhere in the world by the same methods as are specified for the giving of notices under this Agreement. Each of the parties hereto irrevocably consents to the jurisdiction of any such court in any such suit, action or proceeding and to the laying of venue in such court. Each party hereto irrevocably waives any objection to the laying of venue of any such suit, action or proceeding brought in such courts and irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. **EACH OF THE PARTIES HERETO WAIVES ANY RIGHT TO REQUEST A TRIAL BY JURY IN ANY LITIGATION WITH RESPECT TO THIS AGREEMENT AND REPRESENTS THAT COUNSEL HAS BEEN CONSULTED SPECIFICALLY AS TO THIS WAIVER.**

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IN WITNESS WHEREOF, the parties have executed this Agreement or caused their duly authorized officers to execute this Agreement as of the date first above written.

THE MAVEN, INC.

By: ______________________________

James Heckman,
Chief Executive Officer

MDB CAPITAL GROUP, LLC

By: ______________________________

IN WITNESS WHEREOF, the parties have executed this Registration Rights Agreement as of the date first written above.

INVESTOR

____
Signature of Investor or by Authorized Person executing for Investor

Printed Name: ______________________________

Title: ______________________________

Its: ______________________________
(Printed Name of Authorized Person and Title for Person executing for Investor)

Exhibit A

Plan of Distribution

The selling stockholders, which as the term is used herein includes donees, pledgees, transferees or other successors-in-interest selling shares of common stock or interests in shares of common stock received after the date of this prospectus from a selling stockholder as a gift, pledge, partnership distribution or other transfer, may, from time to time, sell, transfer or otherwise dispose of any or all of their shares of common stock or interests in shares of common stock on any stock exchange, market or trading facility on which the shares are traded or in private transactions. These dispositions may be at fixed prices, at prevailing market prices at the time of sale, at prices related to the prevailing market price, at varying prices determined at the time of sale, or at negotiated prices.

The selling stockholders may use any one or more of the following methods when disposing of shares or interests therein:

- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;

- block trades in which the broker-dealer will attempt to sell the shares as agent, but may position and resell a portion of the block as principal to facilitate the transaction;

- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;

- an exchange distribution in accordance with the rules of the applicable exchange;

- privately negotiated transactions;

- short sales effected after the date the registration statement of which this Prospectus is a part is declared effective by the SEC;

- through the writing or settlement of options or other hedging transactions, whether through an options exchange or otherwise;

- broker-dealers may agree with the selling stockholders to sell a specified number of such shares at a stipulated price per share; and

- a combination of any such methods of sale.

The selling stockholders may, from time to time, pledge or grant a security interest in some or all of the shares of common stock owned by them and, if they default in the performance of their secured obligations, the pledgees or secured parties may offer and sell the shares of common stock, from time to time, under this prospectus, or under an amendment to this prospectus under Rule 424(b)(3) or other applicable provision of the Securities Act amending the list of selling stockholders to include the pledgee, transferee or other successors in interest as selling stockholders under this prospectus. The selling stockholders also may transfer the shares of common stock in other circumstances, in which case the transferees, pledgees or other successors in interest will be the selling beneficial owners for purposes of this prospectus.

In connection with the sale of our common stock or interests therein, the selling stockholders may enter into hedging transactions with broker-dealers or other financial institutions, which may in turn engage in short sales of the common stock in the course of hedging the positions they assume. The selling stockholders may also sell shares of our common stock short and deliver these securities to close out their short positions, or loan or pledge the common stock to broker-dealers that in turn may sell these securities. The selling stockholders may also enter into option or other transactions with broker-dealers or other financial institutions or the creation of one or more derivative securities which require the delivery to such broker-dealer or other financial institution of shares offered by this prospectus, which shares such broker-dealer or other financial institution may resell pursuant to this prospectus (as supplemented or amended to reflect such transaction).

The aggregate proceeds to the selling stockholders from the sale of the common stock offered by them will be the purchase price of the common stock less discounts or commissions, if any. Each of the selling stockholders reserves the right to accept and, together with their agents from time to time, to reject, in whole or in part, any proposed purchase of common stock to be made directly or through agents. We will not receive any of the proceeds from this offering.

The selling stockholders also may resell all or a portion of the shares in open market transactions in reliance upon Rule 144 under the Securities Act of 1933, provided that they meet the criteria and conform to the requirements of that rule.

The selling stockholders and any underwriters, broker-dealers or agents that participate in the sale of the common stock or interests therein may be “underwriters” within the meaning of Section 2(a)(11) of the Securities Act. Any discounts, commissions, concessions or profit they earn on any resale of the shares may be underwriting discounts and commissions under the Securities Act. Selling stockholders who are “underwriters” within the meaning of Section 2(a)(11) of the Securities Act will be subject to the prospectus delivery requirements of the Securities Act.

MDB Capital Group, LLC, a selling stockholder, is a broker-dealer and may be deemed to be an "underwriter" within the meaning of Section 2(a)(11) of the Securities Act in connection with its sale of the common stock that it distributes pursuant to this prospectus.

To the extent required, the shares of our common stock to be sold, the names of the selling stockholders, the respective purchase prices and public offering prices, the names of any agents, dealer or underwriter, any applicable commissions or discounts with respect to a particular offer will be set forth in an accompanying prospectus supplement or, if appropriate, a post-effective amendment to the registration statement that includes this prospectus.

In order to comply with the securities laws of some states, if applicable, the common stock may be sold in these jurisdictions only through registered or licensed brokers or dealers. In addition, in some states the common stock may not be sold unless it has been registered or qualified for sale or an exemption from registration or qualification requirements is available and is complied with.

We have advised the selling stockholders that the anti-manipulation rules of Regulation M under the Exchange Act may apply to sales of shares in the market and to the activities of the selling stockholders and their affiliates. In addition, to the extent applicable we will make copies of this prospectus (as it may be supplemented or amended from time to time) available to the selling stockholders for the purpose of satisfying the prospectus delivery requirements of the Securities Act. The selling stockholders may indemnify any broker-dealer that participates in transactions involving the sale of the shares against certain liabilities, including liabilities arising under the Securities Act.

We have agreed to indemnify the selling stockholders against liabilities, including liabilities under the Securities Act and state securities laws, relating to the registration of the shares offered by this prospectus.

We have agreed with the selling stockholders to keep the registration statement of which this prospectus constitutes a part effective until the earlier of (1) one year after the effective date of such registration statement, (2) such time as all of the shares covered by this prospectus have been disposed of pursuant to and in accordance with the registration statement or (3) the date on which the shares may be sold without restriction pursuant to Rule 144 of the Securities Act.

Exhibit 99.1

Seattle-based Maven to acquire Oakland-based HubPages: digital media deal to dramatically accelerate Maven's growth

SEATTLE — Maven Inc. (ticker symbol MVEN) agreed to acquire HubPages in a union that will bring more than 40 million monthly unique users together in a single premium digital media network, the two companies announced after signing a letter of intent. The transaction is expected to close within 90 days.

Maven will acquire HubPages for a combination of stock, short-term debt and cash, with the stock based on a valuation of $2.50 per common share. The acquisition is subject to final documentation and fulfilling a number of conditions including SEC requirements.

In addition to the acquisition of HubPages, Maven today announced that it separately reached agreement on a private placement of its common stock, accepting a subscription for 1.2 million shares at $2.50 per share, for total gross proceeds of $3 million. The shares are restricted and may be registered at a later date. Net proceeds after issuance costs will be approximately $2.95 million.

THE MAVEN-HUBPAGES AGREEMENT

The acquisition of HubPages will bring Maven 35 million organic unique monthly users, thousands of content creators, 27 premium content channels, and the potential for hundreds of additional content providers transitioning over time. The transaction will immediately add millions of dollars in profitable revenue to Maven. The HubPages network will be migrated to Maven's publishing and community platform, and relaunched as part of a single premium network, with one platform for advertisers.

WHY UNITE AND WHY NOW?

- For HubPages, moving the network to a market-tested, state-of-the-art platform will maximize traffic, engagement, and improve monetization.
- For Maven, this represents an instant acceleration of growth within its existing model, adding thousands of content creators and tens of millions of users as a result of the acquisition.
- The two companies' missions, vision and culture align perfectly.
- Two veteran leadership teams have long track records building global scale products that have survived the test of time in the digital space and the two founding teams have, respectively, worked 20 years together — each with tenure in senior executive and engineering roles at MSFT, Yahoo!, Fox, Myspace, Google, Omnicom and various startups as founders.
- A unified network of 40+ million 100% organic unique users, on a single platform architected on a pristine canvas of high quality content, creates a world class setting for top brands and marketers.
- Maven believes its platform and business model will increase monetization and engagement, which is where the combined value will be created.

WHAT IS THE TIMELINE FOR INTEGRATION OF HUBPAGES INTO MAVEN?

- The companies plan to cooperate and interoperate immediately on advertising.
- Migration of the 27 premium channels to Maven's platform will happen one at a time over the next year, after testing and developing a solid migration plan. HubPages will remain an important "cultivating" network, at HubPages.com, to develop new talent and test new content.

KEY COMPONENTS OF THE AGREEMENT

- An acquisition through a combination of stock, short-term debt and cash.
- Stock valued at $2.50/share, for equity grants to HubPages management.
- For founders and key personnel, the majority of the payout comes in stock.
- Equity is earned over 36 months, weighed exclusively on the last 24 months, as part of the retention agreement.
- Both teams are structurally tied to build value together over several years.

COMPATIBILITY

Maven is invite-only and HubPages is a fully-owned, tightly controlled network. Both networks remain committed to premium, professional, passion-based niche channels operating efficiently on a single platform.

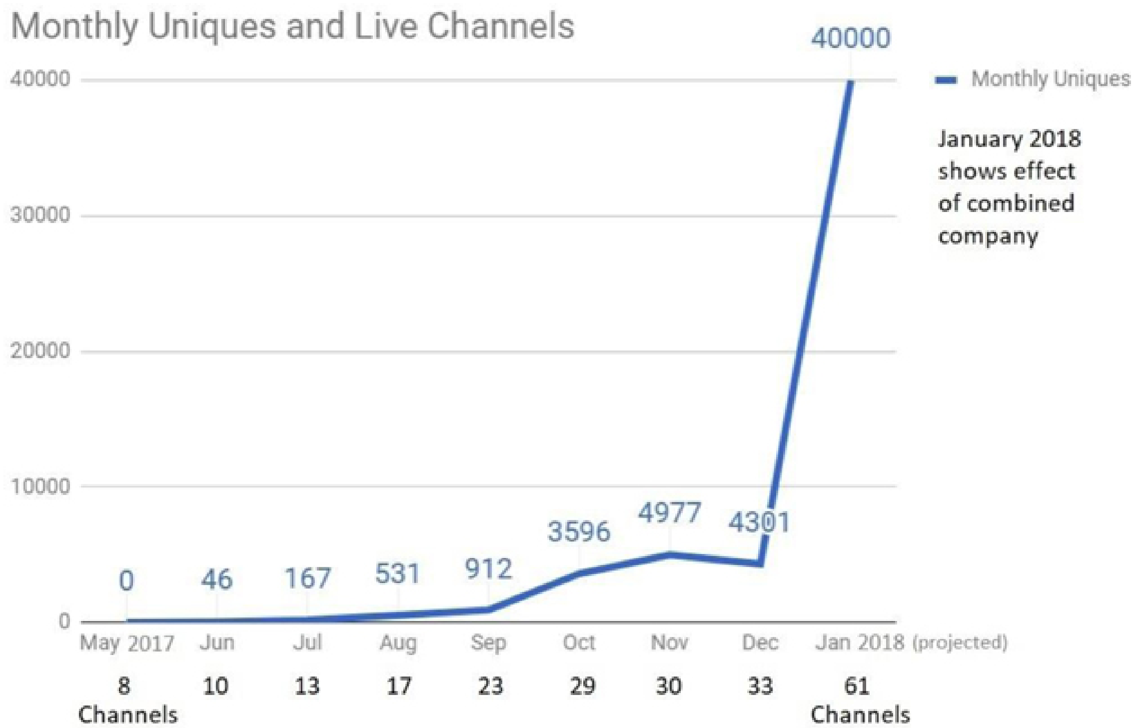
WHAT DOES THIS MEAN FOR MAVEN'S STRATEGY?

This acquisition of HubPages is perfectly aligned with Maven's existing strategy and moves it forward at least two years from a scale and content contributor standpoint. This move increases our current scale by 800%, offering consumers, as well as marketers, an exciting, broad offering of professional content and a massive community.

WHAT ARE THE KEY NUMBERS THAT HUBPAGES BRINGS TO MAVEN?

- Over 35 million monthly UU's through 27 domains (current HubPages channels to be added to Maven)
- 6,000 monthly contributors
- 655,000 published articles within the network
- Outstanding engineering team

Prior to the HubPages acquisition, Maven had signed more than 80 channel partners across 20 broad verticals, of which 34 currently are live. Since launching out of beta last summer, the network's monthly unique users have climbed from zero to 5 million without any marketing investment or Traffic Acquisition Costs (TAC) — with publishers experiencing an average uplift in audience engagement of 71%.



QUOTE FROM PAUL EDMONDSON, HUBPAGES CEO:
"The HubPages team is thrilled to be joining Maven. We are combining decades of experience creating platforms and services that allow passionate people to discover, create and connect across an integrated set of state-of-the-art technologies with monetization capabilities only accessible to the most sophisticated publishers. Maven's innovative technology includes native mobile apps, integrated video, subscription management and community engagement tools. We're talking about scalable architecture that is truly unique. This is a huge step in our evolution to combine Maven's focus on elite, independent publishers with the passionate experts from HubPages Network—and its 35 million monthly unique visitors."

QUOTE FROM JAMES HECKMAN, MAVEN CEO
"The long-term excellence of, and audience loyalty to, HubPages' content channels speaks to the value of the company and why we are aligned so well. Maven is an engineering company at its core and our founders are key architects of digital products that continue to reach hundreds of millions of users. The culture and history of our two companies match perfectly: long-term commitments to each other and a passion for creating tools that empower elite, passionate content producers."

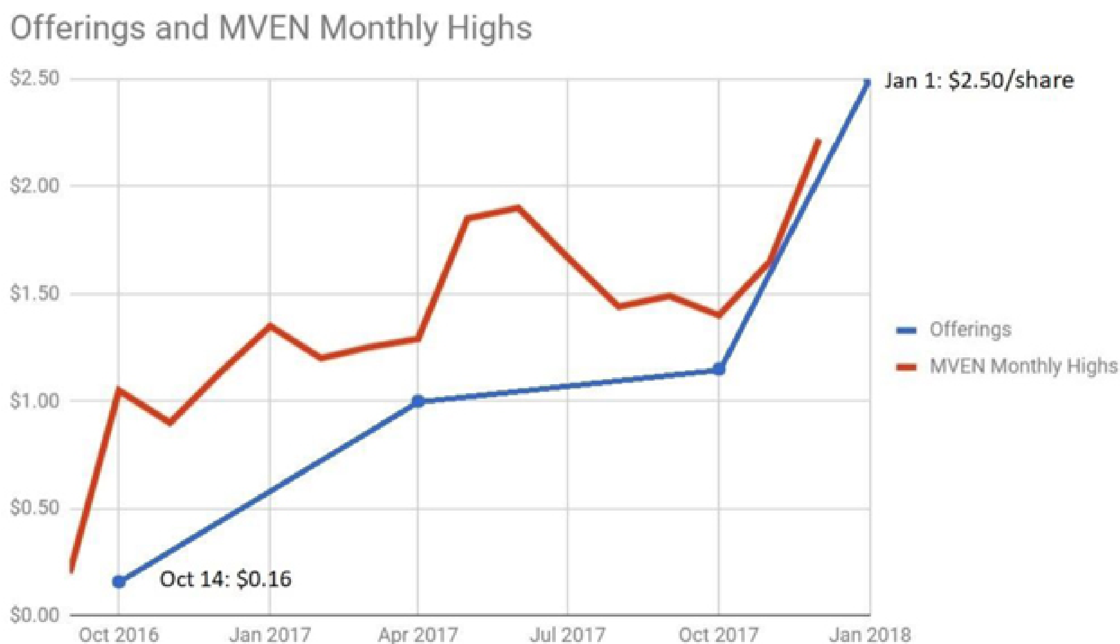
QUOTE FROM JOSH JACOBS, MAVEN EXECUTIVE CO-CHAIRMAN
"Real content, and real, passionate, organic audiences are more important than ever to delivering effective advertising. HubPages adds true organic, massive scale and topical coverage to Maven's core strategy of aggregating independent, niche, passion-based content channels, on a single modern advertising platform. With this acquisition, Maven is ready to offer the authentic content and real consumer engagement that is so attractive to advertisers."

Further Details of Private Placement Subscription for 1.2 million Shares at $2.50 per Share

On January 4, 2018, theMaven, Inc. accepted a subscription on a securities purchase agreement with a purchaser, for the sale by the Company of an aggregate of 1,200,000 shares of common stock of the Company, par value $0.01 per share, at a price of $2.50 per share. The net proceeds after estimated issuance costs are approximately $2,950,000.

The Company issued to MDB Capital Group LLC, the placement agent, in consideration for its services as placement agent for the Offering, 60,000 shares of Common Stock and 60,000 Warrants to purchase Common Stock at $2.50 per share

The following chart shows the Company's monthly high trading price and the prices at which the Company has sold stock in private placements in April 2017 ($1.00 per share), October 2017 ($1.15 per share) and January 2018 ($2.50 per share).



ABOUT MAVEN

The Platform

The Maven platform is the product of tens of thousands of hours of focused work by a team of brilliant engineers from Google, Yahoo!, Microsoft, Scout, Comcast, aQuantive, Apple and Amazon with a deep commitment to the needs of digital publishers. The platform offers:

- Competitive tools to publish stories and video
- Distribution via social media and search, also supporting Facebook Instant Articles, Google Accelerated Media Pages (AMP), Google News and RSS
- Community engagement features including direct messaging, user-generated content, user profiles, groups and permissions, and email and app notifications
- Powerful built-in search functionality based on Elasticsearch

- Modern advertising platform, supporting display, native, and video advertising, integrated with market leading buying platforms.
- Integrated subscription and membership management, with payment processing
- Native iOS app available now and native Android app on the way

The Company
Maven is an expert-driven, group media network, whose innovative platform serves, by invitation-only, a coalition of professional, independent channel partners. By providing broader distribution, greater community engagement and efficient advertising and membership programs, Maven enables partners to focus on the key drivers of their business: creating, informing, sharing, discovering, leading and interacting with the communities and constituencies they serve.

Forward-Looking Statements

This press release by theMaven, Inc. (“company”) contains “forward-looking statements.” Forward-looking statements relate to future events or future performance and include, without limitation, statements concerning the company’s business strategy, future revenues, market growth, capital requirements, product introductions and expansion plans, and the adequacy of the company’s funding. Other statements contained in this press release that are not historical facts are also forward-looking statements. The company has tried, wherever possible, to identify forward-looking statements by terminology such as “may,” “will,” “could,” “should,” “expects,” “anticipates,” “intends,” “plans,” “believes,” “seeks,” “estimates” and other comparable terminology.

The company cautions investors that any forward-looking statements presented in this report, or that the company may make orally or in writing from time to time, are based on the beliefs of, assumptions made by, and information currently available to, the company. Such statements are based on assumptions, and the actual outcome will be affected by known and unknown risks, trends, uncertainties and factors that are beyond the company’s control or ability to predict. Although the company believes that its assumptions are reasonable, they are not guarantees of future performance, and some will inevitably prove to be incorrect. As a result, the company’s actual future results can be expected to differ from its expectations, and those differences may be material. Accordingly, investors should use caution in relying on forward-looking statements, which are based only on known results and trends at the time they are made, to anticipate future results or trends.

This press release and all subsequent written and oral forward-looking statements attributable to the company or any person acting on its behalf are expressly qualified in their entirety by the cautionary statements contained or referred to in this section. The company does not undertake any obligation to release publicly any revisions to its forward-looking statements to reflect events or circumstances after the date of this press release. The information on the websites referenced in this press release are not incorporated herein by reference for any purpose.

Media Inquiries: Gretchen Bakamis, 206-715-6660